EXHIBIT A



CAMPUS MANAGEMENT CORP. MASTER AGREEMENT FOR SOFTWARE AS A SERVICE (SAAS), SOFTWARE AND PROFESSIONAL SERVICES

Effective Date: May 18, 2018

Customer Name: Adrian College
Entity Type: A Not-for-Profit Michigan corporation
Address: 110 S. Madison Street
City, State, Zip: Adrian, Michigan 49221
Phone Number: (571) 265-5161
Fax Number:

Campus Management Corp. A Florida corporation 5201 Congress Avenue Boca Raton, Florida 33487 Phone Number: (561) 923-2500 Fax Number: (561) 999-0096

THIS MASTER AGREEMENT, EXHIBITS, SCHEDULES and ADDENDA, as mutually executed from time-to-time and referenced in this master agreement (collectively, the "Agreement") is entered into between Campus Management Corp. ("CMC") and the party named above ("Customer") (CMC and Customer are sometimes collectively referred to as the "Parties" or individually as a "Party").

Exhibit A-1:

SaaS Scope and Fees

Exhibit A-2:

SaaS Tiers

Exhibit A-3:

Support and Upgrades Service Level Agreement

Schedule B:

Perpetual Software License

Exhibit B-1:

Perpetual Software License Scope, Fees, and Payment Terms

The general terms ("General Terms") below apply to the CMC SaaS (as hereinafter defined) and all applicable services, including professional services. Specific terms and conditions that apply only to certain software or services are contained in the applicable Schedules and Exhibits for such software or services. In the event of a conflict between the General Terms and any term contained in a Schedule, Exhibit, and/or Addendum, the following shall be the order of precedence: the Addendum, the Exhibit, the Schedule and the General Terms, and in the event of a conflict between the General Terms and any term contained in a Statement of Work and/or Change Order, the following shall be the order of precedence: the Change Order, the Statement of Work and the General Terms.

GENERAL TERMS

1. DEFINITIONS

"Addendum" means a mutually executed addendum which amends this Agreement and is incorporated herein by reference.

"Ancillary Programs" means the third party software delivered with the CMC Software and any related documentation.

"Campus" means a unique identification code used for each Record Count group contained in a database.

"Change Order" shall have the meaning specified in Section 5.2.

"CMC Marks" means any trademarks, service marks, service or trade names, logos and other designations of CMC and its affiliates that CMC may make available to Customer in connection with this Agreement.

"CMC Proprietary Materials" means, collectively, the CMC SaaS, CMC Software, Documentation, APIs and any other system or technology used, owned or licensed by CMC or its affiliates in connection with the provision of the CMC SaaS, including, without limitation, any related communications/integration network designed,

developed or implemented by CMC or its affiliates or licensors, and all software, proprietary elements, documentation, records and other trade secrets or know-how related to any of the foregoing, including, but not limited to, all copyrights, trademarks, patents, trade secrets and other intellectual property rights inherent therein or appurtenant thereto, and any modifications, enhancements, updates and upgrades thereto owned by CMC, its affiliates or licensors as of the Effective Date or thereafter created, designed or developed by CMC, its affiliates or licensors.

"CMC SaaS" or "CMC Software as a Service" means the CMC Software and the applicable related services specified in the SaaS Tiers, made available and deployed to Customer as a cloud service. In the event Customer has or is licensing a Perpetual License, the CMC Software referred to as part of the CMC SaaS shall refer to Customer's Perpetual License.

"CMC Software" means the software applications owned or licensed by CMC and specified in Exhibit A-1 hereto made available by CMC for use by Customer as part of the CMC SaaS. In the event Customer has a Perpetual License, "CMC Software" shall refer to the Perpetual License, and Customer shall receive the applicable services specified in Customer's SaaS Tier with respect to the Perpetual License

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of the CMC Software which will be made available to Customer as a cloud service.

"Content" means data, text, audio, video, images or other content.

"Customer Data" means the data (including text, audio, video, and image files) contained within the CMC Software, or the SaaS of Third Party Partner Application, if applicable.

"Customer Data Breach" shall have the meaning specified in Section 9.1(b).

"Deliverables" means CMC work product identified as a "Deliverable" in a Statement of Work that may consist of software, analyses, designs, routines, scripts, methodologies, techniques, documentation, training manuals, or fixes, new releases or enhancements or derivative works of the foregoing.

"Disaster" means an event that, as determined by CMC, causes CMC's data center services to be unavailable in whole or in part, by physical or cyber casualty at any time during the Term and such damage prevents CMC from securely delivering its services within a reasonable amount of time.

"Documentation" means the developer guides, user guides, and technical and operations manuals for the CMC SaaS provided by CMC.

"DR Recovery Database", shall have the meaning specified in Exhibit A-2.

"Downtime" shall have the meaning specified in Exhibit A-4 (Service Level Agreement).

"Exhibit" means any attachment hereto, which shall be ordered sequentially (e.g., Exhibit A-1, Exhibit A-2).

"FTE" or "Full Time Equivalent" shall have the meaning specified in Exhibit A-1.

"Go-Live" means Customer's first use of the CMC Software in a Production Environment.

"laaS/PaaS" means infrastructure as a service or platform as a service provided by a third party provider that may be made available by CMC to Customer as a reseller of such services. If Customer purchases laaS/PaaS, the specific terms applicable to laaS/PaaS will be specified in an Addendum to this Agreement and the laaS/PaaS will also be subject to specific terms between Customer and the applicable third party provider of the laaS/PaaS.

"laaS/PaaS Content" means Content or software that a Customer runs, stores, processes or uploads on to the laaS/PaaS or if applicable, Content that a Customer stores, processes or uploads on to any Third Party Product or any other software application used by Customer that is made available to Customer by any third party not expressly licensed by CMC to Customer. For avoidance of doubt, Customer Data does not include laaS/PaaS Content.

"Initial Term" shall have the meaning specified in Exhibit A-1.

"Login Credentials" means any password, authentication keys or security credentials that enable Customer's access to and management of the CMC SaaS.

"Named Users" means the individuals named by Customer, as applicable, with User IDs who are employed by Customer and authorized to access and use CMC SaaS, subject to and in accordance with this Agreement.

"Non-production Environment" means any testing, training, and other non-production, non-live environments. Non-production Environments are: (i) only available during Normal Working Hours; (ii)

accessible to a limited number of Users; and (iii) not entitled to backup services or disaster recovery services or other services that Customer's Production Environments receive.

"Normal Working Hours" shall have the meaning specified in Exhibit A-3.

"Perpetual License" means, if applicable to Customer, the perpetual license of the CMC Software licensed to Customer: (i) in the applicable Exhibit to this Agreement subject to the General Terms and the terms of Schedule B attached hereto; or (ii) pursuant to a perpetual license agreement previously entered into between CMC and Customer; which use will now be governed by the provisions of Schedule B attached hereto provided, Customer is and remains in full compliance with the terms of such license.

"Policies" means CMC's written policies to the extent applicable (e.g., Acceptable Use Policy, E-mail and Anti-Spam Policies) all of which are posted on the CMC web site at http://www.campusmgmt.com/policies/CloudPolicies, as may be updated from time to time.

"Production Environment" means the specific environments including hardware, software, and database instance, which are exclusively used as the single authoritative and live system Customer uses for transactional processing. Production Environment excludes any and all testing, training, and other non-production, non-live application or environments.

"Professional Services" shall have the meaning specified in Section 5.

"Release" shall have the meaning specified in Exhibit A-3.

"SaaS of Third Party Partner Application" means a software application that is made available to Customer by a third party in collaboration with CMC for use by Customer in conjunction with the CMC SaaS. If use of the SaaS of Third Party Partner Application is applicable to Customer, the specific terms applicable to such application will be specified in an Addendum or SOW to this Agreement.

"SaaS Tiers" means the tiers described in Exhibit A-2. The specific SaaS Tier subscribed to by Customer is specified in Exhibit A-1 and is sometimes referred to herein as "Customer's SaaS Tier".

"Statement of Work" or "SOW" shall have the meaning specified in Section 5.

"Term" shall have the meaning specified in Exhibit A-1.

"Third Party Products" means any software application used by Customer that is not licensed by CMC to Customer as part of the CMC SaaS that Customer must have and must license in order to use the CMC SaaS. A list of Third Party Products can be found at http://www.campusmgmt.com/policies/ThirdPartyProducts, which may be updated by CMC from time to time.

"Travel and Expenses" shall have the meaning specified in Section 6.4. $\,$

"Upgrade" shall have the meaning specified in Exhibit A-3.

"User" means the individuals concurrently logged in or the Named Users, as applicable, with User IDs who are employed or contracted by Customer and authorized to access and use CMC SaaS, subject to and in accordance with this Agreement.

"User ID" shall mean the unique identification name and password assigned to a User that is required to gain access to the CMC Software.

2. USE OF THE CMC SAAS

2.1 <u>Grant of Subscription Rights</u>. During the applicable Term, Customer hereby subscribes for, and CMC hereby grants to Customer, a non-transferable, non-exclusive, limited license for the Users to

access and use the CMC SaaS via the Customer-supplied Internet connection or proprietary telecommunications line(s) with respect to the Users. In the event Customer has or is licensing a Perpetual License, the CMC Software being accessed as part of the CMC SaaS refers to the Perpetual License.

2.2 Ancillary Programs. Customer is hereby granted rights to use the Ancillary Programs, subject to all other limitations and conditions herein. To the extent available, CMC passes through all warranties and remedies provided by such third party software vendor. CMC reserves the right to replace Ancillary Programs with substantially similar products, at CMC's expense. All license restrictions, intellectual property protections, disclaimers and limitations herein shall apply to the Ancillary Programs. This Agreement does not grant any rights to copy, modify, or distribute the Ancillary Programs.

3. SCOPE OF SERVICES

- 3.1 <u>Scope of Services</u>. CMC will deploy and administer the CMC SaaS. The SaaS Tiers specify the applicable services that are available as part of the CMC SaaS, subject to the CMC Software and related SaaS Tier subscribed to by Customer.
- 3.2 <u>Standard of Performance</u>. CMC agrees to provide the CMC SaaS to and for the benefit of Customer in accordance with the terms of this Agreement, all Schedules and Exhibits hereto, and use industry practices and methods to provide the CMC SaaS to Customer.
- 3.3 CMC Relationship Manager. CMC will appoint a relationship manager to manage the relationship established by this Agreement (the "CMC Relationship Manager") who will (i) coordinate and monitor CMC obligations under this Agreement, and (ii) serve as the primary liaison with the Customer Relationship Manager.
- 3.4 <u>Control of Services</u>. CMC may, in its sole discretion (i) reengineer CMC network components or infrastructure and/or change locations where services are performed; (ii) perform its obligations through its subsidiaries or affiliates, or through the use of selected independent subcontractors or providers; and (iii) modify and/or replace technology or service architectures relating to the services. Notwithstanding clause (ii) above, CMC shall be responsible for such other party's performance of CMC obligations.
- 3.5 Changes to the CMC SaaS. In addition to CMC's rights in Section 8.2(b)(iii), due to technology advancements and changes to CMC Software, CMC may change, discontinue or deprecate the CMC SaaS or change or remove features or functionality of the CMC SaaS from time to time. CMC will provide Customer with six (6) months prior notice of any material changes or discontinuance.
- 3.6 <u>Services Outside Scope</u>. Any custom services provided outside the scope set forth in this Agreement, or specified in this Agreement will require an Addendum or SOW, as applicable, subject to CMC's requirements, including, without limitation, any billing, and technical requirements. Any changes in federal, state or local requirements, or any Customer specific requirements, including, without limitation, with respect to security or privacy, that result in CMC providing additional services or incurring costs, shall be billed to and promptly paid by Customer. CMC reserves the right to refuse to provide certain services in the event Customer's requirements are not practicable or changes in law affect CMC's performance of obligations hereunder.

4. CUSTOMER'S OBLIGATIONS

- 4.1 <u>Technical Data and Information</u>. Customer shall provide CMC with all technical data and all other information CMC may reasonably request from time to time to allow CMC to supply the CMC SaaS to Customer. All information Customer supplies will be complete, accurate and given in good faith.
- 4.2 <u>Lawful Use; Policies</u>. Customer will use the CMC SaaS for legitimate and lawful business purposes only and Customer agrees to adhere and cause its Users to adhere to the Policies.

- 4.3 <u>laas/Paas Content</u>. Customer is solely responsible and CMC shall have no liability, for the laas/Paas Content that Customer, Users or Customer's subcontractors creates, installs, uploads or transfers.
- 4.4 <u>Customer Relationship Manager</u>. Customer will appoint a relationship manager to manage the relationship established by this Agreement ("Customer Relationship Manager") who will:
- (a) Coordinate and monitor Customer's obligations under this Agreement, and serve as the primary liaison with the CMC Relationship Manager;
- (b) Provide communication on events such as requesting an increase in scope and reporting problems with the CMC SaaS;
- (c) Provide CMC with an outage communications plan consisting of the name, telephone number, including cell phone number, and email address of Customer personnel to be notified in the event of an outage.
- 4.5 <u>Connectivity</u>. Customer agrees to provide the high-speed Internet and telecommunications connections and supporting equipment required by CMC to maintain connectivity between Customer's remote location(s) and the CMC SaaS location. Customer will bear the costs of such connections. CMC may assist Customer in defining such connectivity in which case Customer may, at CMC's discretion, be billed for such professional services.
- 4.6 Third Party Products. The CMC SaaS requires components of Third Party Products which may include Microsoft products. Customer represents and warrants that all Customer computers accessing the CMC SaaS have and will maintain current licenses of all Third Party Products in compliance with their applicable licensing requirements. CMC is not responsible for the operation or suitability of any Third Party Product. Customer agrees that any technical support related to any Third Party Product, but not directly related to the CMC Software, are not the responsibility of CMC. CMC may periodically revise the list of Third Party Products and recommend newer versions of a Third Party Product. Customer must have the current version of the Third Party Products as listed on the list of Third Party Products. Customer agrees to hold harmless, indemnify, and defend, CMC, its officers, directors, employees, contractors, and subcontractors from any license enforcement action(s), infringement suit(s), tort(s), demand(s), or judgment(s), including, without limitation, attorneys' fees, expenses and all damages, resulting from Customer's failure to maintain required software licenses for the Third Party Products or use of unlicensed software on the CMC SaaS. Publically funded state institutions shall be liable for damages incurred by CMC, but shall not be required to also indemnify or hold harmless CMC to the extent applicable state laws expressly prohibit the institution from indemnifying CMC.
- 4.7 <u>Print Drivers.</u> CMC uses the Citrix universal print driver. Other printers may work, but Customer acknowledges that formatting and functionality may fail on any non-compliant printing standards or drivers. Customer may require assistance from its authorized printer vendor.
- 4.8 <u>Delay</u>. CMC's ability to deliver the services depends upon Customer's full and timely cooperation, dedication of skilled resources, as well as the accuracy and completeness of any information Customer provides. Notwithstanding anything herein to the contrary, in the event that failure of any of the foregoing or Customer's delay or non-performance of any obligation under this Agreement causes a delay in CMC's performance of its obligation hereunder which reasonably relies on Customer's timely cooperation and performance, the period of time for CMC's performance shall be extended proportionately, and additional costs may be incurred by Customer.

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- 5. TERMS AND CONDITIONS APPLICABLE TO PROFESSIONAL SERVICES. The Parties shall enter into a statement of work ("Statement of Work" or "SOW"), which terms shall apply along with the applicable terms of this Agreement, for implementation, integration and/or other services mutually agreed upon, as applicable ("Professional Services").
- 5.1 <u>Summary of Service</u>. Unless otherwise stated, all work schedules of a relevant Statement of Work shall be considered reasonably accurate estimates, subject to revision. CMC shall maintain daily time records of hours, a summary of which shall accompany invoices which are submitted to Customer. CMC's standard work days are Monday through Friday. All Professional Services provided by CMC during non-standard hours shall be governed by CMC's Policy for Non-Standard Hours, which is posted at http://www.campusmgmt.com/policies/NonStandardBusinessHours. CMC shall not perform any Professional Services during non-standard hours, without the prior consent of Customer.
- 5.2 <u>Change Orders; Assumptions</u>. Either Party may initiate a change to the Statement of Work by proposing in writing details of such change. The other Party shall promptly respond to any proposed changes. Both Parties shall work together to identify any schedule or price increase resulting from the change. If the Parties are mutually agreeable to any changes to the Statement of Work, then they shall enter into a mutual written change order executed by officers of both Parties ("Change Order"). Customer acknowledges that any additional changes to the assumptions in the Statement of Work may affect time and/or costs.
- 5.3 Fees. The Statement of Work shall specify whether Customer shall pay (i) hourly rates, as set forth in the non-binding estimate of labor costs for Professional Services performed on a time and materials basis, or (ii) fixed fees. The standard hourly rates for Professional Services are set forth in the Statement of Work. However, any rate increases during the period of performance of a Statement of Work shall not increase the rates applicable to the Professional Services set forth in such Statement of Work.
- 5.4 <u>Invoice</u>. CMC shall invoice Customer for Professional Services as set forth in the Statement of Work. Unless otherwise stated in writing, Professional Services and Travel and Expenses shall be invoiced and Customer shall pay CMC within thirty (30) days of the date of invoice.

5.5 Cancellations; Termination.

- (a) Customer acknowledges that CMC allocates its resources to provide services to Customer. In the event Customer cancels any scheduled services with less than fifteen (15) business days prior written notice to CMC, and CMC cannot after using good faith efforts reallocate its resources, then Customer shall promptly pay CMC the amount of lost fees (based on the difference between the projected scheduled services for Customer and the fees actually received) and any out-of-pocket expenses actually incurred by CMC.
- (b) Notwithstanding the foregoing, in the event of the termination by Customer of a fixed fee SOW for any reason, other than because of CMC's uncured breach, Customer must pay CMC for the full amount of the fixed fee specified in the SOW.
- (c) Notwithstanding the foregoing, any termination or cancellation shall have no effect on Customer's obligation to pay the applicable fees and out-of-pocket expenses actually incurred by CMC for Professional Services that are rendered through the effective date of termination or cancellation.

5.6 <u>Progress Reports and Meetings</u>. Each Party shall appoint a representative to act as its designated representative and liaison for the Professional Services being performed by CMC for Customer. Status review meetings or teleconferences may be held on a periodic basis as reasonably agreed upon by Customer and CMC, in order to review the status of Professional Services and to resolve any related issues. Each Statement of Work and Change Order may provide for specific progress reporting.

6. FEES, PAYMENT AND TAXES

- 6.1 <u>General</u>. The pricing for the CMC SaaS and services (other than Professional Services) provided herein is set forth in Exhibit A-1. All prices are quoted in U.S. dollars and all payments made by Customer shall be in U.S. dollars.
- 6.2 <u>Billing and Payment Dates</u>. CMC will bill Customer for the CMC SaaS monthly by the 10th of the following month and Customer shall pay CMC in full on or before the fifteenth (15th) day following the date of the invoice. If Customer falls into arrears on payments, CMC may require Customer to maintain a deposit as a condition to CMC continuing to provide the CMC SaaS.
- 6.3 Restrictions on Price Increases for CMC SaaS. Upon expiration of the Initial Term or of any Renewal Term, CMC may increase its rates for the same services contracted hereunder for any subsequent Renewal Term, by up to three percent (3%) over the percentage increase of the U.S. Department of Labor Consumer Price Index for Urban Wage Earners and Clerical Workers, all Cities, per annum (calculated on an average annual basis over the applicable term). Notwithstanding the foregoing, CMC may exceed such increase to account for a material change outside of CMC's control that causes increased costs associated with providing the CMC SaaS if CMC provides written notice of such additional increase to Customer at least ninety (90) days prior to the end of the Initial Term or the then-current Renewal Term.
- 6.4 Out-of-Pocket Costs. Except as otherwise set forth in this Agreement, prices quoted for services do not include travel and outof-pocket expenses. Customer shall reimburse CMC for its reasonable expenses, including, without limitation, costs of travel (air and cab fare, lodging, auto rental or local mileage, standard per diem, etc., based on M&I standard U.S. Government per diem rates, and subject to any other guidelines mutually agreed upon by both Parties) and reasonable outof-pocket costs for photocopying, overnight courier, long-distance telephone and the like (collectively, "Travel and Expenses"). CMC will maintain records of Travel and Expenses, and upon Customer's reasonable request, CMC will provide copies of hotel and airfare records. CMC's Professional Services Travel Policy and Expenses Guidelines is posted on the CMC web site http://www.campusmgmt.com/policies/TravelPolicy, be as may amended from time to time.
- 6.5 <u>Late Fees.</u> Any amount invoiced pursuant to this Agreement and not paid in full as required herein shall bear interest at the lesser of 1.5% per month or the highest rate allowed by applicable law, and shall be subject to reasonable costs and attorney's fees related to collection. Upon written notice, CMC reserves the right to suspend any or all services to delinquent accounts until such time as the account is brought current and Customer agrees to hold CMC harmless for any interruption of CMC SaaS arising from any payment delay.
- 6.6 Taxes. Customer will promptly pay, indemnify and hold CMC harmless from all taxes on the CMC SaaS, including transaction, local, value-added, sales and service taxes (including interest and penalties), other than taxes on the net income or profits of CMC. Subject to any applicable laws, the foregoing will not apply to the extent Customer is formed as a not-for-profit or publically funded state

organization and promptly provides CMC an applicable tax exempt certificate. All prices quoted are net of taxes.

- 6.7 <u>Disputed Invoice</u>. Customer may withhold any invoiced line item amounts due hereunder if it, in good faith, disputes the item in a detailed writing within twenty (20) days of receipt of the invoice and promptly pays the undisputed amounts. CMC reserves the right to cease work without prejudice if undisputed amounts are not paid within thirty (30) days after the date of the invoice. CMC may allocate payments received to fees and expenses in its sole discretion and Customer's communications on or with payments shall not be construed as a novation.
- 6.8 <u>Changes</u>. Customer may request to expand the CMC SaaS by delivering a written request and entering into a mutually executed Addendum. The initial number of Users is set forth in Exhibit A-1. Customer and CMC may agree to increase the agreed upon number of Users or Record Count, subject to payment of then applicable rates. No adjustment in fees shall be made for any decrease in number of Users or Record Count.

7. TEMPORARY SUSPENSION

- 7.1 Generally. CMC may suspend Customer's right to access or use any portion of, or all of the CMC SaaS, or laaS/PaaS, if applicable, immediately upon notice to Customer if:
- (a) Customer's use of the CMC SaaS (i) poses a security risk to the CMC SaaS or any third party; (ii) may adversely impact the CMC SaaS or any other CMC customer; (iii) may subject CMC, its affiliates or any third party to liability; (iv) may be fraudulent; or (v) violates Policies;
- (b) suspension is required by law, or pursuant to CMC's receipt of a subpoena, administrative order or other request by a law enforcement agency;
- (c) Customer is in breach of this Agreement, including Customer is delinquent on its payment obligations (except for payments disputed in accordance with Section 6.7 of this Agreement) for more than 30 days; or
- (d) Customer fails to respond to a claim of alleged infringement.
- 7.2 <u>Effect of Suspension</u>. If CMC suspends Customer's right to access or use any portion or all of the CMC SaaS:
- (a) Customer is responsible for all fees and charges Customer has incurred through the date of suspension;
- (b) Customer remains responsible for any applicable fees and charges for CMC SaaS to which Customer continues to have access, if applicable, as well as applicable data storage fees and charges, and fees and charges for in-process tasks completed after the date of suspension; and
- (c) Customer will not receive any service credits under the Service Level Agreement for any period of suspension.

CMC will not erase any Customer Data as a result of Customer's suspension. CMC's right to suspend Customer's access to CMC SaaS is in addition to CMC's right to terminate this Agreement pursuant to this Agreement.

8. TERM AND TERMINATION

- 8.1 <u>Term</u>. The term of the CMC SaaS and services (other than Professional Services or Perpetual License) shall be as set forth in Exhibit A-1.
 - 8.2 Termination.
 - (a) Customer. Customer may terminate:

- (i) this Agreement with cause in the event CMC materially breaches its obligations under this Agreement and fails to cure such breach within ten (10) days in the case of a breach of the confidentiality or intellectual property provisions hereunder, and thirty (30) days otherwise, after receipt of written notice from Customer;
- (ii) a Statement of Work, with cause in the event CMC materially breaches its obligations under such Statement of Work and fails to cure such breach within ten (10) days in the case of a breach of the confidentiality or intellectual property provisions hereunder, and thirty (30) days otherwise, after receipt of written notice from Customer;
- (iii) this Agreement (other than a Perpetual License) early upon sixty (60) days' written notice and payment of early termination fee as set forth in Exhibit A-1;
- (iv) a time and materials Statement of Work with not less than fifteen (15) days' notice, subject to Section 5.5, unless otherwise stated in the Statement of Work; or
- (v) a Schedule, with cause in the event CMC materially breaches its obligations under such Schedule and fails to cure such breach within ten (10) days in the case of a breach of the confidentiality or intellectual property provisions hereunder, and thirty (30) days otherwise, after receipt of written notice from Customer;
 - (b) CMC. CMC may terminate:
- (i) this Agreement with cause, in the event Customer materially breaches its obligations under this Agreement and fails to cure such breach within ten (10) days in the case of a breach of the confidentiality or intellectual property provisions hereunder, and thirty (30) days otherwise, after receipt of written notice from CMC, or immediately upon notice to Customer, if any act or omission by Customer results in a suspension described in Section 7.1 above;
- (ii) a Statement of Work, with cause in the event Customer materially breaches its obligations under such Statement of Work and fails to cure such breach within ten (10) days in the case of a breach of the confidentiality or intellectual property provisions hereunder, and thirty (30) days otherwise, after receipt of written notice from CMC;
- (iii) this Agreement immediately upon notice to Customer: (A) if CMC's relationship with a third party who provides software or other technology CMC uses to provide the CMC SaaS expires, terminates or requires CMC to change the way it provides the software or other technology as part of the CMC SaaS; (B) if it is CMC's good faith belief that providing the CMC SaaS could create a substantial economic or technical burden or material security risk for CMC; (C) in order to comply with the law or requests from governmental entities; or (D) if CMC determines that the use of the CMC SaaS has become impractical or unfeasible for any legal or regulatory reason; or
- (iv) a Schedule, with cause in the event Customer materially breaches its obligations under such Schedule and fails to cure such breach within ten (10) days in the case of a breach of the confidentiality or intellectual property provisions hereunder, and thirty (30) days otherwise, after receipt of written notice from CMC.
- (c) <u>Bankruptcy</u>. Either Party may terminate this Agreement, if the other Party becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in bankruptcy is filed with respect to the Party and is not dismissed within sixty (60) days. Furthermore, the Parties acknowledge and agree that this Agreement is for the license of intellectual property that is subject to Bankruptcy Code Section 365(n), and that Customer shall be entitled to all rights thereunder in the event of a bankruptcy event.
 - 8.3 Effect of Termination.
 - (a) Agreement. Upon termination of this Agreement:

- (i) Except as provided in Section 8.3(e), Customer's right to use and possess the CMC Proprietary Materials (and any Deliverables that have not been paid for in full) shall immediately cease, become void, lapse and be of no further force and effect.
- (ii) CMC will disable Customer's access to the CMC SaaS, and if applicable, the laaS/PaaS, and Customer shall promptly pay all amounts due.
- (iii) CMC will retain Customer Data in an SFTP server for a 30 day period following the expiration or termination of this Agreement so that Customer may, after CMC's receipt of payment in full, extract Customer Data. Upon conclusion of such 30-day period, CMC will disable Customer's access to the SFTP server and permanently erase the Customer Data. For purposes herein, "permanently erased" means the Customer Data has been completely overwritten and is unrecoverable. CMC shall have no responsibility to Customer with respect to any laaS/PaaS Content, including any return or retention of the laaS/PaaS Content at any time during the Term. Customer shall pay CMC its reasonable fees and expenses on a time and materials basis if CMC assists Customer with the transition of the Customer Data to Customer.
- (b) The termination of this Agreement shall serve to terminate all existing Addenda and Statements of Work, unless otherwise agreed to in writing by the Parties, or as provided in Section 8.3(e) below.
- (c) Customer acknowledges and agrees that termination as provided in Section 8.2(a)(iii) of this Agreement or as a result of Customer's breach as provided in Section 8.2(b)(i) of this Agreement, shall result in its surrender of pre-payments and require Customer to promptly pay the charges as set forth in Exhibit A-1.
- (d) Unless otherwise provided, termination or expiration of a Statement of Work or Schedule shall not operate to terminate this Agreement or any other Statement of Work or Schedule.
- (e) Notwithstanding anything to the contrary contained in this Agreement, in the event Customer has a Perpetual License, (i) termination of the applicable term of the CMC SaaS or a termination of the CMC SaaS or this Agreement, other than a termination pursuant to Sections 8.2(a)(i), 8.2(a)(v), 8.2(b)(i), 8.2(b)(iv) or 8.2(c), shall not terminate the Perpetual License, Schedule B or any Addenda or SOWs related to the Perpetual License, and the Sections of the General Terms related to the CMC Software, Schedule B and the Exhibits related to the Perpetual License shall survive in connection with the Perpetual License; and (ii) Customer will enter into an Addendum or SOW with CMC to deploy the Perpetual License.

9. SECURITY; DATA PRIVACY; COMPLIANCE WITH LAWS

9.1 Security.

- (a) CMC will maintain appropriate administrative, physical and technical safeguards that adhere to security standards that a reasonably prudent service provider in the same industry would provide under like circumstances to store and process Customer Data. Methods employed are tested by CMC's authorized external, independent auditors on an annual basis and the final audit report may be shared with Customer upon request.
- (b) CMC agrees that, in the event of unlawful access to unencrypted Customer Data containing personal information of Customer's student, prospective student, employee or alumnus resulting in loss, disclosure or alteration of such Customer Data ("Customer Data Breach"), CMC shall upon discovery, promptly notify Customer of the Customer Data Breach and assist Customer with the notification action required under applicable law; provided, that, to the extent the Customer Data Breach was caused by CMC, CMC shall pay

for the costs of notifying the affected individuals pursuant to applicable law, and to the extent the Customer Data Breach was caused by Customer, Customer shall pay CMC for time and expenses incurred to assist Customer with the analyses and notification of affected individuals. Customer must notify CMC promptly about any possible misuse or security incident related to the CMC SaaS.

(c) Customer shall: (i) keep, and cause its authorized users to agree to keep all passwords and system access information confidential in order to protect the integrity of the CMC SaaS and Customer Data (Login Credentials are for Customer's internal use only and Customer is responsible for any use that occurs under Login Credentials); (ii) implement and maintain adequate privacy protections and security measures to comply with security and privacy laws and regulations; and (iii) not send personally identifiable information to CMC except by secure transfer and in a manner authorized by CMC.

9.2 Compliance with Laws.

- (a) CMC will, in the operation of its business, remain at all times in compliance with all applicable and material federal, state and local laws and all applicable U.S. Department of Education rules and regulations. CMC shall comply with all laws applicable to CMC's provision of the CMC SaaS, including applicable security breach notification laws. However, CMC is not responsible for compliance with laws or regulations applicable to Customer or Customer's industry that are not generally applicable to information technology service providers. CMC does not determine whether Customer Data or laaS/PaaS Content includes information subject to any specific law or regulation. Customer must comply with all laws and regulations applicable to its use of CMC SaaS or laaS/PaaS (if applicable), including laws related to privacy, data protection and confidentiality of communications. Customer is responsible for determining whether the CMC SaaS, and if applicable laaS/PaaS, are appropriate for storage and processing of Customer Data subject to any specific law or regulation.
- (b) Customer, in the operation of its business and use of the CMC SaaS, shall remain at all times in compliance with all applicable and material federal, state and local laws, U.S. Department of Education rules and regulations and any applicable laws or regulations regarding Customer's use of the CMC SaaS including, but not limited to, laws and regulations applicable to email, SMS, chat, phone system integration (CTI) and social features. By using the CMC SaaS, Customer also warrants and represents that it will not use the CMC SaaS to process or store any personal data (that is any information relating to an identified or identifiable person who can be directly or indirectly identified from the information), to which the General Data Protection Regulation (Regulation (EU) 2016/679) applies.

9.3 Use of Customer Data.

(a) By using the CMC SaaS, Customer: (i) consents to the processing and storing of Customer Data by CMC, Microsoft (if applicable), and their respective affiliates, subsidiaries, and service providers, as applicable, as contemplated by this Agreement; (ii) agrees it will obtain any required consents from third parties under applicable privacy and data protection laws before providing any such personal information to CMC; (iii) to the extent required by law, shall notify (and obtain any required consent from) the individual users of the CMC SaaS or laaS/PaaS (if applicable), that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by CMC; and (iv) if applicable, Microsoft may collect, use, transfer, disclose, and otherwise process Customer's data, including personal data, as described in the Microsoft Agreement.

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- (b) CMC accesses and uses Customer Data only as necessary to: (i) provide the CMC SaaS and perform or enforce contractual obligations specified in this Agreement; (ii) assist Customer in the proper administration of the CMC SaaS; or (iii) comply with applicable law.
- (c) CMC shall only access and disclose to law enforcement or other government authorities to the extent required by law, data from, about or related to Customer, including the content of communications (or to provide law enforcement or other government entities access to such data). If CMC receives a request for Customer Data either directly from a law enforcement agency or as redirected to CMC by a third party, then CMC shall redirect the law enforcement agency to request that data directly from Customer. If compelled to disclose Customer Data to law enforcement, then CMC shall promptly notify Customer and provide a copy of the demand, unless legally prohibited from doing so. Customer is responsible for responding to any requests from a third party regarding Customer's use of CMC SaaS, such as a request to take down content under the U.S. Digital Millennium Copyright Act or other applicable laws.

10. CONFIDENTIAL INFORMATION

- 10.1 Confidential Information. Neither Party nor any third party acting on its behalf will for any reason at any time use or disclose any proprietary information of the other Party, including, without limitation, relating to the processes, techniques, work practices, customers, prospective customers, suppliers, vendors, business practices, strategies, business plans, financial information, marketing, third party licenses, products, proprietary rights or trade secrets of the other Party (collectively the "Confidential Information"). In addition, the Parties acknowledge and agree that (i) the CMC Proprietary Materials and information provided in the course of performing maintenance and support services shall be deemed CMC's Confidential Information, and (ii) the proprietary data, including, but not limited to, student records, financial data, and personnel records, shall be deemed Customer's Confidential Information. Each Party shall use at least the same degree of care in safeguarding the other Party's Confidential Information as it uses in safeguarding its own Confidential Information, but not less than due diligence and care, to prevent the theft, disclosure, copying, reproduction, distribution and preparation of derivative works of the other Party's Confidential Information. Either Party may disclose Confidential Information to its subsidiaries, and its subsidiaries' employees, independent contractors and advisors that have a need to know in the course of their assigned duties and responsibilities in connection with this Agreement, provided such Parties are bound by legally binding obligations to protect such Confidential Information in a manner consistent with this Agreement. The Parties acknowledge that CMC may be required to use or apply Customer's Confidential Information as reasonably required in order to perform under this Agreement, and CMC may retain and use residual knowledge (i.e., information retained in the unaided memory of personnel) provided CMC does not use or disclose any of Customer's Confidential Information. Each Party shall promptly return or destroy any of the other Party's Confidential Information upon termination of this Agreement; provided, Customer Data shall be returned by CMC as specified in Section 8.3(a)(iii).
- 10.2 Exceptions. Confidential Information does not include (i) information already known or independently developed by the Party receiving Confidential Information (the "Receiving Party") without use or reliance on the Confidential Information of the Party disclosing Confidential Information (the "Disclosing Party"), as evidenced by records, (ii) information in the public domain through no wrongful act of the recipient, or (iii) Information received from a third party who was not under a duty of non-disclosure.
- 10.3 <u>Disclosure Required by Law.</u> If the Receiving Party is required by a lawful order from any court or agency of competent jurisdiction to disclose Confidential Information of the Disclosing Party,

the Receiving Party shall promptly notify the Disclosing Party of such order so that the Disclosing Party may take reasonable steps to limit further disclosure, including obtaining a protective order or other reasonable assurance that confidential treatment will be accorded to the Confidential Information. If, in the absence of a protective order, the Receiving Party is compelled as a matter of law to disclose Confidential Information, the Receiving Party will use reasonable efforts to disclose only the Confidential Information that is required by law to be disclosed.

With respect to publically funded state institutions, CMC acknowledges that certain information and documents may be subject to public records laws, and Customer shall provide CMC an opportunity to review and object to disclosure (including obtaining a protective order) pursuant to applicable state law.

- 10.4 Remedies. Confidential Information shall remain the sole property of the Disclosing Party or its respective licensor. In the event of a breach or threatened breach of this provision, the Disclosing Party shall be entitled to obtain preliminary injunctive relief, without posting bond, to prevent the use and disclosure of such Confidential Information, in addition to all other remedies available at law and in equity.
- 10.5 <u>Term</u>. The obligations in this Section 10 apply (i) for Customer Data, until deleted from the CMC SaaS, and (ii) for all other Confidential Information, for a period of five years after the Confidential Information is received, or the loss of trade secret status, whichever is later.

11. INTELLECTUAL PROPERTY

- 11.1 CMC Proprietary Materials. CMC, its affiliates and licensors own and reserve all right, title and interest in and to the CMC Proprietary Materials and CMC SaaS, including all improvements, enhancements, modifications and derivatives works thereof, and Customer will have no rights or interest therein, except for the limited license and use rights as expressly provided herein. CMC shall have a royalty-free, worldwide, perpetual license to use or incorporate into the CMC SaaS and Documentation any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or its Users relating to the operation of the CMC SaaS or Without limitation of the foregoing, the Parties Documentation. recognize that circumstances may arise in which CMC may develop, specifically on behalf of or in conjunction with Customer, certain new systems, software and communications capabilities, the ownership of which shall hereby be deemed to remain exclusively with CMC, except as otherwise may be expressly agreed upon by the Parties in advance and in writing. Nothing herein shall be construed to convey any title or ownership interest in the CMC Proprietary Materials, and Customer acknowledges and agrees that CMC retains all right, title and interest thereto. Upon the termination or expiration of this Agreement for any reason, Customer will, at CMC's election, return such CMC Proprietary Materials in Customer's control or possession to CMC, or certify to CMC that such CMC Proprietary Materials have been destroyed.
- 11.2 Restrictions. Customer shall not (and shall not permit any User, employee, contractor or other party) to: (i) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble or otherwise attempt to extract the source code of the CMC SaaS, CMC Software or any component thereof; or (ii) resell or sublicense the CMC SaaS, CMC Software or any component thereof.
- 11.3 <u>Customer Data</u>; <u>laaS/PaaS Content</u>. Customer or Customer's licensor owns all right, title and interest in and to Customer Data and laaS/PaaS Content. Except as provided in this Agreement, CMC obtains no rights under this Agreement to Customer Data or laaS/PaaS Content.
- 11.4 <u>Trademarks and Copyrights</u>. Third parties retain trademark, copyright and other proprietary rights in and to third party's Content or software. CMC retains all right, title and interest to CMC Marks.

11.5 <u>Deliverables</u>. Unless otherwise agreed in a Statement of Work, the Parties agree that CMC shall exclusively own all right, title and interest in and to all Deliverables.

12. WARRANTIES

- 12.1 <u>CMC's Limited Warranties</u>. CMC represents, warrants and covenants that:
- (a) CMC has the authority to enter into this Agreement and to grant the rights and licenses set forth herein.
- (b) Neither it entering into nor its performance of this Agreement conflicts with or creates a breach of contract or obligation to which it is bound
- (c) (i) CMC shall perform all Professional Services in a professional and workmanlike manner, and (ii) the Professional Services and Deliverables shall substantially conform in all material respects to the descriptions in the Statement of Work, as applicable.

Except with respect to CMC's and its affiliates' obligations to indemnify against third party damages for intellectual property infringement claims as provided in this Agreement, CMC's obligation and Customer's exclusive remedies for CMC's or its affiliates' uncured material breach of this Agreement shall be, if Customer notifies CMC within 90 days of the date of performance, (i) to obtain the repair, replacement or correction of the Professional Service or Deliverable to the extent warranted under Section 12.1(c) above or, (ii) if CMC reasonably determines that such remedy is not economically or technically feasible with respect to the Deliverable, to terminate this Agreement and obtain a refund of amounts paid for the unused portion of the Deliverable. CMC shall have no obligation under this Section 12.1 for issues arising from Customer's failure to comply with CMC's reasonable policies regarding support and services, or Customer's use of consultants or service providers who are not certified or expressly authorized by CMC in advance.

- 12.2 $\underline{\text{Customer's Limited Warranties}}.$ Customer represents, warrants and covenants that:
- (a) Customer has authority to enter into and perform in accordance with the provisions of this Agreement.
- (b) Neither it entering into nor its performance of this Agreement conflicts with or creates a breach of contract or obligation to which it is bound.
- (c) No laaS/PaaS Content or Customer Data is illegal, defamatory, malicious, harmful or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age.
- (d) Customer will not attempt to circumvent or disable any of the security-related, management or administrative features of the CMC SaaS.
- 13. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, CMC AND ITS AFFILIATES AND LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. CMC DOES NOT GUARANTEE THAT THE CMC SAAS, THE IAAS/PAAS, SAAS OF THIRD PARTY PARTNER APPLICATION OR THIRD PARTY PRODUCTS, WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS. NEITHER CMC NOR ITS AFFILIATES OR LICENSORS HAVE ANY DUTY TO REVIEW, EDIT, SCREEN, PUBLISH OR REMOVE ANY CUSTOMER DATA OR IAAS/PAAS CONTENT EXCEPT AS STRICTLY REQUIRED BY APPLICABLE LAW. CUSTOMER ACKNOWLEDGES THAT CMC DOES NOT CONTROL OR MONITOR THE TRANSFER OF DATA OVER THE

INTERNET, AND THAT INTERNET ACCESSIBILITY CARRIES WITH IT THE RISK THAT CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION AND PROPERTY MAY BE LOST OR COMPROMISED.

14. LIMITATION OF LIABILITY; LIMITATION PERIOD.

14.1 <u>Limitation of Liability</u>.

- (a) EXCEPT FOR THE OBLIGATIONS HEREIN TO INDEMNIFY AGAINST THIRD PARTY CLAIMS OR VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY, ITS LICENSORS OR ITS AFFILIATES BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOST SAVINGS, PROFIT OR BUSINESS INTERRUPTION) EVEN IF NOTIFIED IN ADVANCE OF SUCH POSSIBILITY, ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT HOWEVER CAUSED OR ON ANY THEORY OF LIABILITY.
- (b) EXCEPT WITH RESPECT TO A WILLFUL BREACH, VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR OBLIGATIONS HEREIN TO INDEMNIFY AGAINST THIRD PARTY CLAIMS, THE FOLLOWING SHALL APPLY:
 - (i) FOR CMC SAAS. NEITHER PARTY NOR ITS LICENSORS OR AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY FOR DAMAGES IN EXCESS OF THE TOTAL AMOUNT PAID FOR THE CMC SAAS FOR THE IMMEDIATELY PRECEDING TWELVE MONTHS (OR SANUALIZED FOR A PERIOD OF TWELVE MONTHS IF SERVICES HAVE NOT YET BEEN PROVIDED FOR TWELVE MONTHS).
 - (ii) FOR PERPETUAL LICENSE. NEITHER PARTY NOR ITS LICENSORS OR AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY FOR DAMAGES IN EXCESS OF THE TOTAL PERPETUAL LICENSE FEES (AS SPECIFIED IN EXHIBIT B-1) PAID FOR THE UNUSED PORTION OF THE RELEVANT PERPETUAL LICENSE OF THE CMC SOFTWARE BASED ON A SEVEN YEAR STRAIGHT-LINE AMORTIZATION SCHEDULE.
 - (iii) FOR PROFESSIONAL SERVICES. NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY FOR DAMAGES IN EXCESS OF THE TOTAL AMOUNT PAID FOR SERVICES PURSUANT TO THE APPLICABLE STATEMENT OF WORK.
 - (iv) FOR SERVICES OTHER THAN CMC SAAS AND PROFESSIONAL SERVICES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR DAMAGES IN EXCESS OF THE TOTAL AMOUNT PAID FOR SERVICES DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ANY SUCH CAUSE OF ACTION AROSE.
- (c) THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT BE CONSTRUED: (i) TO LIMIT CUSTOMER'S OBLIGATION TO PAY ANY FEES AND EXPENSES INCURRED PURSUANT TO THIS AGREEMENT, ANY ADDENDUM OR SOW; OR (ii) AS AN EXPRESS OR IMPLIED WAIVER BY A PUBLICALLY FUNDED STATE INSTITUTION OF ITS GOVERNMENTAL IMMUNITY OR AS AN EXPRESS OR IMPLIED ACCEPTANCE BY THE INSTITUTION OF LIABILITIES ARISING AS A RESULT OF ACTIONS WHICH LIE IN TORT OR COULD LIE IN TORT IN EXCESS OF THE LIABILITIES ALLOWED UNDER APPLICABLE STATE LAW.

14.2 <u>Limitation Period</u>. No action, whether based in contract, strict liability, or tort, including any action based on negligence, arising out of the performance of any services (including CMC SaaS) under this Agreement, may be brought by either Party more than two (2) years after such cause of action accrued.

15. INDEMNIFICATION

15.1 <u>Customer</u>. Customer shall indemnify, defend and hold harmless CMC and its affiliates and licensors, and each of its respective officers, directors, employees, agents, independent contractors, successors and assigns from and against liability for any third party claims based on: (i) Customer's use of the CMC SaaS in violation of applicable law, this Agreement or any Documentation; or Customer's unauthorized access to or disruption of any service, data, account or network in connection with the use of the CMC SaaS; (ii) any Customer Data or any laaS/PaaS Content; (iii) the alleged infringement or misappropriation of third party rights by Customer Data; or (iv) if applicable to Customer, breach of the Microsoft Agreement; or (v) bodily injury, death and tangible property damage resulting from the grossly negligent or wilful acts or omissions of its officers, agents, employees or representatives acting within the scope of their work.

Furthermore, if CMC or its affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process described in this Section 15, Customer shall also reimburse CMC for reasonable attorneys' fees and costs and shall pay CMC on a time and material basis for time and materials spent.

15.2 CMC. CMC shall indemnify, defend and hold harmless Customer and its affiliates, and each of its respective officers, directors, employees, agents, independent contractors, successors and assigns from and against liability for any third party claims based upon: (i) the CMC SaaS infringing or misappropriating any U.S. patent, copyright, or trademark of such third party; or (ii) bodily injury, death and tangible property damage resulting from the grossly negligent or willful acts or omissions of its officers, agents, employees or representatives acting within the scope of their work. The foregoing indemnity shall not apply to any claim that arises from or is based on: (i) Customer's use of CMC SaaS in a modified, unauthorized or unintended form, or any customizations made by Customer; (ii) Customer's violation of this Agreement; (iii) Customer's use of other than the most current, unaltered patch, update or upgrade to the CMC SaaS or CMC Software available from CMC, if such claim would have been avoided by Customer's use of such patch, update or upgrade; or (iv) any laaS/PaaS Content, Customer Data or non-CMC software.

15.3 <u>Process</u>. The indemnified party shall promptly notify the indemnifying party of any claim, but the indemnified party's failure to promptly notify the indemnifying party will only affect the indemnifying party's obligations to the extent that the indemnified party's failure prejudices the indemnifying party's ability to defend the claim. The indemnifying party may: (i) use counsel of its choice; (ii) settle the claim as the indemnifying party deems appropriate; and (iii) assume control of the defense and settlement of the claim; provided, any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by the party against whom the claim is brought. The indemnified party shall provide the indemnifying party with necessary assistance in the defense (at indemnifying party's expense).

Publically funded state institutions shall be liable for damages incurred by CMC, but shall not be required to also indemnify CMC to the extent applicable state laws expressly prohibit the institution from indemnifying CMC.

15.4 Remedies for Intellectual Property Infringement. If use of the CMC SaaS or CMC Software is enjoined or if CMC reasonably believes that use of the CMC SaaS or CMC Software may be enjoined, CMC may, at its option, (i) obtain the right for Customer to continue using the CMC SaaS or CMC Software; or (ii) replace or modify the CMC SaaS or CMC Software so it is no longer infringing, or if CMC determines that neither (i) nor (ii) can reasonably be accomplished, (iii) terminate

the CMC SaaS and refund any amounts that were prepaid (or, solely in the case of a Perpetual License, terminate the applicable Perpetual License(s) and issue a pro rata refund of the applicable license fee paid for the unused portion of the Perpetual License based on a seven-year straight-line amortization schedule). The foregoing shall constitute Customer's sole and exclusive remedy for all claims relating to infringement.

16. DISPUTES; CHOICE OF LAW

16.1 Dispute Resolution. The Parties agree that prior to commencing any legal action, all disputes between them shall be submitted for informal resolution to their respective chief operating officers or his/her authorized designee with power to bind his/her respective company. The representatives shall meet within ten (10) days at a mutually agreeable location, but shall not be required to meet for more than two (2) business days. The timeline for performance of each Party's obligations hereunder shall be tolled proportionately until, in accordance with the foregoing, the dispute is resolved or the Parties stop meeting without having resolved such dispute; provided, that, the foregoing process shall not require a Party to delay obtaining any injunctive relief or equitable remedies based on a claim arising from the other Party's breach of intellectual property, confidentiality or non-The Parties agree that no oral or written solicitation obligations. representation made during the course of any settlement discussions shall constitute a Party admission.

16.2 <u>Jurisdiction; Venue.</u> If the Parties are unable to reconcile their differences in accordance with the procedures specified in Section 16.1, each Party hereby agrees that any controversy or claim, whether based on contract, tort or other legal theory, arising out or relating to this Agreement, shall be maintained exclusively in the jurisdiction and venue of the courts sitting in and for Palm Beach County and the Southern District of Florida. The prevailing Party shall be entitled to reimbursement of reasonable attorneys' fees and costs. The Parties expressly waive right to trial by jury.

The foregoing choice of venue shall not apply to publically funded state institutions to the extent applicable state laws expressly prohibit the institution from litigating outside of its home state.

16.3 <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the substantive laws of Florida, without regard to conflict of laws principles. The Parties expressly opt out of the application of the UN Convention on the International Sale of Goods.

The foregoing choice of law shall not apply to publically funded state institutions to the extent applicable state laws expressly prohibit the institution from litigating under a foreign state law.

- 17. ASSIGNMENT. CMC hereby agrees it shall not withhold consent to Customer's assignment of this Agreement, in its entirety, in connection with the sale or acquisition of Customer of all or substantially all of its business assets or voting control, provided Customer and the assignee have fulfilled the following conditions prior to the transfer: (i) Customer shall provide written notice to CMC of the proposed assignment at least thirty (30) days prior to the date of such transaction; (ii) the assignee shall assume all liabilities under this Agreement and be bound to this Agreement; and (iii) Customer and assignee (if assignee is a CMC customer) shall not be in material breach of any agreement with CMC at the time of the transaction.
- 18. NOTICES. Notices sent to either Party shall be effective when delivered in person, sent by overnight courier, or transmitted by fax machine with printed confirmation page (if delivered after 5:00 p.m. recipient's local time, then effective the next business day), one (1) business day after being sent by overnight courier, or two (2) business days after being sent by first class mail postage prepaid to the address on the first page hereof or such other address as a Party may give notice in the same manner set forth in this Section 18. Notices sent to either Party shall be sent to the attention of CFO/Legal.

- 19. FORCE MAJEURE. Neither Party shall be liable for any delay in performing its obligations under this Agreement, if such delay is caused by circumstances beyond the Party's reasonable control, including without limitation, any acts of God, war, terrorism, floods, windstorm, labor disputes, change in laws or regulations, public health risks or epidemics, or delay of essential materials or services. In the event a non-performance or a delay in performance of obligations under this Agreement is due to a force majeure event, the period of performance shall be extended by the delay due to such event and any additional time that the Parties may mutually agree is necessary for the remobilization of personnel and resources. However, the Party not affected by the force majeure shall have the right to terminate this Agreement without penalty if the Party affected by the force majeure event is unable to resume full performance within thirty (30) days of occurrence of the event.
- 20. INSURANCE. Each Party shall maintain adequate insurance protection covering its respective activities hereunder, including coverage for statutory worker's compensation, comprehensive general liability for bodily injury and tangible property damage, as well as adequate coverage for vehicles.
- INDEPENDENT CONTRACTOR STATUS; EMPLOYMENT Each Party and its personnel are independent PRACTICES. contractors in relation to the other Party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the Parties. Each Party shall remain responsible, and shall indemnify and hold harmless the other Party, for the withholding and payment of all federal, state and local personal income, wage, earnings, occupation, social security, worker's compensation, unemployment, sickness and disability insurance taxes, payroll levies or employee benefit requirements (under ERISA, state law or otherwise) now existing or hereafter enacted and attributable to themselves and their respective personnel. Each Party shall comply with all applicable federal and state laws, rules and regulations, in effect or hereafter established, applicable to discrimination and unfair employment practices. Publically funded state institutions shall be liable for damages incurred by CMC, but shall not be required to also indemnify CMC, to the extent applicable state laws expressly prohibit the institution from indemnifying CMC.
- NON-SOLICITATION. For any services rendered under this Agreement and for a period of one (1) year thereafter, neither Party shall, directly or indirectly, hire or solicit, nor permit its affiliate or contractor to hire or solicit, the services of anyone who is an employee or contractor of the other Party or its affiliates or was an employee or contractor of the other Party or its affiliates in the six (6) months prior to any solicitation or hiring, without the prior written consent of that Party. In the event of a violation of this provision, the non-breaching Party may seek preliminary and permanent injunctive relief, without posting bond. Upon the non-breaching Party's sole discretion, that Party may choose to require the breaching Party to pay liquidated damages equal to 100% of the hired or solicited person's annual compensation. Upon the nonbreaching Party's receipt of such payment, any related injunction shall be dissolved and the Parties shall have no further obligations under this Section 22 for such breach. The foregoing shall not prohibit solicitation and hiring through general advertising provided such advertising is not targeted to the other Party's personnel.

23. PERSONNEL.

- 23.1 <u>Personnel</u>. CMC will dedicate personnel necessary to perform its responsibilities hereunder. CMC reserves the right to determine the personnel assigned to the CMC SaaS and Professional Services and to replace, rotate or reassign such personnel during the applicable Term.
- 23.2 <u>Screening</u>. CMC, as part of its standard hiring practices, has prospective CMC employees undergo a drug test, and conducts a

- background check on prospective CMC employees that consists of the following: (i) verifying the individual's educational background beyond high school; (ii) verifying the individual's employment with his/her most recent supervisor; (iii) conducting two (2) professional reference checks, if available; (iv) verifying citizenship status in accordance with E-Verify; and (v) conducting a criminal background check for felony and misdemeanor convictions for the past seven (7) years.
- 23.3 Replacement of CMC Personnel. Any CMC personnel assigned by CMC to a Customer project may be temporarily replaced by CMC if such individual does not report to work due to illness, accident or other events outside of CMC's control. Customer acknowledges and agrees that there may be a reasonable amount of attrition outside of CMC's control. Upon good cause and written notice to CMC, Customer may request CMC to replace any CMC personnel who is assigned by CMC to a Customer project and CMC will consider the request and take commercially reasonable effort to promptly remedy the matter or replace such person (except in the case where the person has violated a material provision of Customer's promulgated security or workplace policies then CMC shall promptly replace such person). If one of CMC's personnel is removed from a project then CMC will use commercially reasonable efforts to provide substitute personnel of appropriate qualifications subject to availability of such personnel.
- 23.4 On-Site Performance. CMC shall require its personnel providing services at a Customer location to comply with Customer conduct and safety regulations and policies applicable to Customer's own personnel; provided, Customer provides CMC with such applicable conduct and safety regulations and policies in writing prior to becoming applicable to CMC's personnel traveling to Customer's site.
- 24. AUDIT; COOPERATION. CMC reserves the right to verify compliance with this Agreement including, without limitation, compliance with the scope set forth herein. In the event of an audit, Customer shall provide access, information or other materials reasonably requested by CMC. CMC monitors the usage and overall performance and stability of the CMC SaaS. Customer shall not block or interfere with this monitoring. Customer acknowledges the CMC Software contains code and enabling keys to ensure conformance to the licensing restrictions as set forth in this Agreement.
- 25. EXPORT LAWS. Customer shall comply with all export and import laws and regulations of the United States and such other governments as are applicable. Customer hereby certifies that it will not directly or indirectly, export, re-export, or transship software or related information, or media in violation of United States laws and regulations.
- 26. U.S. GOVERNMENT LICENSING. With respect to the procurement of any CMC SaaS or CMC Software (or any Ancillary Programs) by or for the U.S. Government, any software provided in connection with the CMC SaaS is commercial computer software. To the extent applicable, the use, duplication, or disclosure by the Government is subject to restrictions as set forth in this Agreement and are licensed with "Restricted Rights" as provided for in FAR 52.227-14, FAR 52.227-19(c), DFAR 252.227-7013, and other agency data rights provisions, as applicable. Customer is responsible for ensuring that copies are marked with a restricted rights notices and legends. CMC reserves all rights not expressly granted to Customer.
- 27. PROMOTIONAL MATERIALS. CMC may use Customer's name and reference the existence of this Agreement and ancillary agreements (without referencing detailed terms and pricing) in marketing materials and presentations.
- 28. MISCELLANEOUS. This Agreement constitutes the entire and exclusive agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous communications, whether written or oral. This Agreement may be modified or amended only by the mutual written agreement of the Parties. Any provision hereof found by a tribunal of competent

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jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Headings are for reference purposes only and have no substantive effect. Sections 1, 5.4, 5.5, 6, 8, 9.3, 10,11, 13-16, 18, 21, 22, 24 - 28 will remain in force after any termination or expiration of this Agreement. Copies of this Agreement and notices generated in accordance herewith shall be treated as original documents admissible into evidence, unless a document's authenticity is genuinely placed into question. This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall be deemed the entire Agreement.

AGREED AND ACCEPTED by the undersigned authorized representatives of the Parties as of the date first set forth below.

ADRIAN COLLEGE
By: hyd War
Print: JERNY L. WMGHT
Title: VP Business Affairs /CFO
Date: 5-18-2018
CAMPUS MANAGEMENT CORP.
Ву:
Print: Anders Nessen
Con

5/18/2018

Date: _

EXHIBIT A-1

SAAS SCOPE AND FEES

Pursuant to the terms and conditions of this Agreement, Customer may access the following CMC Software for the scope set forth below as part of CMC SaaS.

A. TERM

<u>Term</u>: The initial term ("Initial Term") is for Ten (10) years, commencing on <u>June 1, 2018</u>, which Initial Term shall automatically renew for successive periods of one (1) year each (each a "Renewal Term," and collectively with the Initial Term referred to as the "Term"), unless either Party provides written notice of termination at least sixty (60) days prior to the end of the then-current term.

Termination Fee: If Customer terminates this Agreement for convenience by providing written notice to CMC in accordance with Section 8.2(a)(iii) of the General Terms, or if CMC terminates this Agreement for a breach by Customer in accordance with Section 8.2(b)(i) of the General Terms, at any time during the Term, then CMC shall retain all payments and Customer shall promptly pay to CMC all amounts it is obligated to pay under this Exhibit for the remainder of the Term.

B. SAAS TIER

Customer is subscribed to the Premium SaaS Tier.

C. CMC SOFTWARE, SCOPE, AND FEES

CMC Software	Record Count/Users	Monthly Fees CMC SaaS (Maintenance and Support)	
Sino oditivato	Noora Opanipodon	June 1, 2018 – May 31, 2023	
CampusNexus® Student	2,000 FTEs	\$4,250.00	
CampusNexus® CRM	60 Concurrent Users	\$2,437.50	
Talisma® Fundraising	15 Users	\$518.25	
	SUBTOTAL	\$7,205.75	
Less Discount		(\$2,485.25)	
	TOTAL	\$4,720.50	

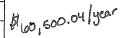
\$56,646 year

CMC Software	Record Count/Users	One-Time	Monthly Fees CMC SaaS (Hosting Service)	
Citio Conware	Necora Countrasers	Deployment Fees	June 1, 2018 – May 31, 2028	
CampusNexus® Student	2,000 FTEs	\$8,000.00	\$4,523.75	
CampusNexus® CRM	60 Concurrent Users	\$8,000.00	\$3,725.00	
Talisma® Fundraising	15 Users	\$4,000.00	\$1,170.83	
	SUBTOTAL	\$20,000.00	\$9,419.58	
Less Discount		(\$4,000.00)	(\$2,336.25)	
	TOTAL	\$16,000.00	\$7,083.33	

\$ 34,999.96/yes

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CMC Software	Record Count/Users	Monthly Fees CMC SaaS	
Oillo Ooltmare	resora sound sols	June 1, 2018 – May 31, 2023	
CampusNexus® Finance, HR, & Payroll	30 Enterprise Users 0 Activity Users 400 Team Member Users 0 Talent Users 600 Student Worker Users*	\$7,182.50	
	SUBTOTAL	\$7,182.50	
Less Discount		(\$2,140.83)	
	TOTAL	\$5,041.67	



Monthly Fees for June 1, 2023 through May 31, 2028: Monthly Fees for Maintenance and Support and CMC SaaS for CampusNexus Finance, HR, & Payroll for June 1, 2023 through May 31, 2028 shall increase annually by the amount of the U.S. Department of Labor Consumer Price Index for Urban Wage Earners and Clerical Workers, all Cities (calculated on an average annual basis over the applicable term). Monthly Fees for Hosting Services shall remain as set forth above.

Record Count/Users: At all times during the Term, Customer shall be obligated to pay for not less than the Record Count/Users listed above. CMC will bill Customer, and Customer shall promptly pay, for any additional Record Count/Users on October 15 and February 15 of each year.

For purposes of this Agreement, the Customer's Record Count shall be calculated in accordance with the following:

"Full Time Equivalent" or "FTE" defined as the total count of full time equivalent students enrolled with Customer as defined in Customer's catalogue, which shall be calculated by adding (a) each student who has met or exceeded registration for the number of credits defined as full-time in Customer's catalogue plus (b) the result of dividing (i) the total aggregate credits registered with Customer for any students with less than the defined number of credits for a full-time student by (ii) the number of credits constituting a full-time student, as defined in Customer's catalogue.

Additional Users: Customer may add up to twenty (20) additional concurrent Users at a rate for Maintenance and Support of \$550.00 per Concurrent User per year through May 31, 2023.

Customer may add up to twenty (20) additional concurrent Users for no additional charge for Hosting Services through May 31, 2023.

Thereafter, Customer shall pay standard rates for additional concurrent Users.

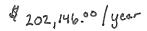
Discounts/Special Pricing: The above discounts/special pricing are contingent upon timely payments and no default under this Agreement.

Offer Expiration: The pricing and terms in this Agreement shall expire if not executed by Customer by June 30, 2018.

D. PAYMENT

Payment: Full payment of the non-refundable Deployment Fees are due and payable with an executed copy of this Agreement. Monthly Fees are payable for each six month period from June through November on October 15 of each year, and from December through May on February 15 of each year. For example:

Monthly Fees for the Time Period	Amount	Payment Due Date
June 1, 2018 – November 30, 2018	\$101,073.00 / 6 months	October 15, 2018
December 1, 2018 - May 30, 2019	\$101,073.00 / 6 months	February 15, 2019



Billing Contact:	Jerry Wright	
Billing Email:	iwright@adrian.edu	

E. ENVIRONMENTS

The <u>Premium SaaS Tier</u> includes access to <u>one (1)</u> Production Environment and access to <u>one (1)</u> Non-production Environments. Customer shall receive access to <u>0</u> additional Non-production Environments.

If required, Customer will receive a Data Validation Environment at no charge through the period ending thirty (30) days after the Go-Live date. At the end of such period the Data Validation Environment will be automatically terminated by CMC.

^{*}Student Worker Users must access CampusNexus Finance, HR, & Payroll via the Portal.

F. MAXIMUM NUMBER OF CAMPUSES for CampusNexus Student: 1

Campus names and addresses:

Institution	Address	Unit ID / IPEDS ID	OPEID
Adrian College	110 S. Madison Street Adrian, MI 49221	168528	00223400

G. CAMPUSNEXUS FINANCE, HR. & PAYROLL

CampusNexus Finance, HR, & Payroll is a combined solution developed in conjunction with Microsoft Corporation ("Microsoft") and includes the resale by CMC of Microsoft Dynamics 365 for Operations. Customer agrees that its use of Microsoft Dynamics 365 for Operations is subject to the terms provided by Microsoft in the link which may be found at http://download.microsoft.com/download/2/C/8/2C8CAC17-FCE7-4F51-9556-4D77C7022DF5/MCA2016Agr NA FNG Jul2016 CR .pdf ("Microsoft Agreement"). If Customer has purchased CampusNexus Finance, HR, & Payroll, by signing this Agreement, Customer hereby ratifies the Microsoft Agreement and agrees and acknowledges that the Microsoft Agreement contains binding terms that creates a legally enforceable contract between Microsoft and Customer that may be enforced by Microsoft. Customer must remain in compliance with the Microsoft Agreement during the term of this Agreement. For the avoidance of doubt, the Microsoft Customer Agreement governs the relationship between Customer and Microsoft. Customer acknowledges that CMC will be the primary administrator for CampusNexus Finance, HR, & Payroll.

Notwithstanding anything to the contrary contained in the General Terms, to the extent Microsoft increases its pricing for Microsoft Dynamics 365 for Operations, CMC may pass on such increase to Customer. Such increase shall be limited to 10% per year.

H. PERPETUAL LICENSE

Customer is licensing a Perpetual License. Exhibit B-1 sets forth the License Scope and license fees payable by Customer for the Perpetual License.

I. CAMPUSINSIGHT CONFERENCE PASSES

Customer shall receive two (2) additional CampusInsight Conference Passes, for a total of four (4) CampusInsight Passes, per year, through May 30, 2020.

EXHIBIT A-2

SAAS TIERS

The following services are available as part of the CMC SaaS subject to the SaaS Tier and the related CMC Software and scope applicable to Customer that is specified in Exhibit A-1.

✓ = Included

O = Optional. May Require an SOW or Addendum to purchase, and will be at an additional cost to Customer.

Items listed as "additional" can be purchased at an additional cost and may require an SOW or Addendum to purchase.

CampusNexus® Student	Standard	Premium	Enterprise
Enrollment Management: Recruitment, Admissions, Financial Aid, Student Accounting	*	✓	~
Academic Management: Academic Records, Curriculum Management, Student Progress, Graduation Processing	✓	✓	✓
Student Engagement and Outcomes: Early Alerts, Retention, Student & Career Services, Regulatory & Compliance Reporting	√	✓	✓
Student and Faculty Portal	√	√	✓
Integrated Document Management	Up to 30 GB	Up to 120 GB (additional storage optional)	Up to 500 GB (additional storage optional)

CampusNexus® CRM	Standard	Premium	Enterprise
Constituent Relationship Management: Full Student Lifecycle Management, Campaigns, Events, Career Services	✓	✓ ·	~
Channels with Bi-Directional Interaction	/	1	✓
Web Forms, Print and Direct Mail	✓	✓	✓
Email	Up to 25,000 per Month	Up to 300,000 per Month	Up to 1,000,000 per Month (additional emails optional)
SMS		Up to 10,000 per Month	Up to 30,000 per Month (additional SMS optional)
Chat		√	✓
Phone System Integration – CTI	A.A.	✓	✓
Social		0	✓
Knowledgebase Engine		✓	✓
Extensibility via Custom Objects and Actions ¹		√	✓
Integrated Document Management ²	Up to 30 GB	Up to 60 GB (additional storage optional)	Up to 120 GB (additional storage optional)

CampusNexus® Finance, HR and Payroll	Standard	Premium	Enterprise
Finance, Accounting and Revenue Recognition: Federal Work Study, Fund Management, Fixed Assets, Retail and Point of Sale	4	✓	Y .
Planning and Forecasting: Position Budgeting, Project Accounting, Procurement, Travel and Expense	Y	4	*
Human Resource Management: Human Resources Administration, Payroll	✓	✓	✓
Faculty Management	/	✓	✓
IPEDS Integration		Y	/

Talisma® Fundraising	Standard	Premium	Enterprise
Giving and Capital Campaigns: Events, Planned Giving, Memberships,	✓ ·	√	√
Volunteers, Scholarships, Alumni, NCOA Import/export	•		

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¹ Customer can create new objects and actions. Customer is solely responsible for maintaining any customizations and integrations, including, any custom work, custom objects, actions, workflows and forms

² The amount of GB is across all of Customer's Production Environments and Non-production Environments.

Tools and Integrations	Standard	Premium	Enterprise
Web Client and Mobile Access	→	1	/
Reporting	√	·	/
Analytics		✓	·
Workflow	Up to 5 Workflows	√	V
Forms Builder	Up to 5 Forms	1	·
API Integrations and Batch Data Import/Exports	APIs Limited to LMS and eLead	/	/
Industry End-to-End Turnkey Integrations and Custom Integrations		0	0
Platform and CMC Software Services	Standard	Premium	Enterprise
CMC SaaS Security ³	✓	~	√
24/7/365 Infrastructure and CMC Software Monitoring	✓	/	·
Isolated Performance Tuned Database	✓	✓	✓
Elastic Performance	✓	/	·
Uptime SLA (as more specifically described in Exhibit A-4)	99.50%	99.70%	99.90%
Environments ⁴	2	2	3
Additional Non-Production Environments		0	0
Single Sign-On Integration		·	~
OData Access			· ·
Direct Read and Replication Access to Database		/	✓
Site to Site VPN or Expressroute Termination		· ·	~
International CMC SaaS Monitoring		From 3 Countries	From 10 Countries
Customer Data Backup	Daily, and retained for 60 days	Hourly, and retained for a Week; Daily, and retained for a Month; Monthly, and retained for a Year	15 Minutes, and retained for a Week; Daily, and retained for a Month; Monthly, and retained for a Year
Customer Data Backup Downloads on Demand via SFTP		1 per Month	1 per Week
Disaster Recovery - Warm Database⁵		0	✓
Disaster Recovery - Warm Full Environment with On Demand Failover Tests			o
SaaS of Third Party Partner Applications		0	. 0
laaS/PaaS (Additional Azure Services with Full Client Control)		0	0

Per Section 9.1.
 Customer receives one Production Environment; additional environments refer to Non-production Environments.
 CMC will maintain a copy of the Customer Data at a different data center that will be updated on a frequent basis ("DR Recovery Database"). In the event of a Disaster, CMC will be capable of enabling the DR Recovery Database and provide Customer with access and direct connectivity to the DR Recovery Database within 48 hours of the Disaster, provided, that, the additional components, applications and installations required to run the CMC Software in a Production Environment will be restored in a commercially reasonable timeframe.

Support Services (as more specifically described in Exhibit A-3)	Standard	Premium	Enterprise			
Phone/Email/Web Support during Normal Working Hours	✓	*	~			
Access to KnowledgeBase and ServiceDesk	✓	✓	✓			
Designated Account Owner	✓	✓	~			
ServiceDesk Incident/Metrics Dashboard		✓	✓			
24/7/365 Emergency Phone Support		✓	√			
Client Services Incident Report and Review Meeting		Quarterly	Monthly			
Designated Application Administrator		O 10 hours/week Recommended	O 20 hours/week Recommended			
Upgrades and Refreshes Services (as more specifically described in Exhibit A-3)	Standard	Premium	Enterprise			
Installation of Upgrades, Patches and Hot Fixes ⁶	✓	✓ :	✓			
Control Upgrades on Demand	Normal Working Hours only	Normal Working Hours or afterhours on Weekdays. "Weekdays" are Monday 8 a.m. (EST) to Friday 8 p.m (EST).	Normal Working Hours or afterhours on Weekdays or Weekends. "Weekends" are Friday 8.p.m. (EST) to Monday 8 a.m. (EST)			
Priority on New Release Deployment			~			
Database Refreshes ⁷	3 per Year	6 per Year	12 per Year			
Benefits	Standard	Premium	Enterprise			
Learning Center Access	v	✓	✓			
CampusInsight Training Keys ⁸	1 for every \$4,000 per Year in recurring SaaS Fees	1 for every \$2,000 per Year in recurring SaaS Fees	1 for every \$1,000 per Year in recurring SaaS Fees			
CampusInsight Conference Passes	1 per Year	2 per Year	4 per Year			

 ⁶ Installation of all upgrades, patches and hot fixes of the CMC Software are included; provided, that configuration of new features exposed by such installation may require configuration by Customer or Customer to enter into a Statement of Work with CMC.
 ⁷ Copying of Customer Data from one environment to another environment.
 ⁸ Training keys are for use with face to face courses offered by CMC at the CampusInsight Users' Conference. Unused keys will expire at the calendar year end and cannot be

carried forward.

EXHIBIT A-3

SUPPORT AND UPGRADES

A. Definitions

The capitalized terms used herein shall have the following meanings:

"Enhancement" means any modification or addition that, when made or added to the CMC Software, changes its utility, efficiency, functional capability, or application.

"Emergency" means a Severity 1 Production Environment issue. Severity 1 means extremely serious interruptions or outages to Customer's Production Environment that has affected the majority of the user community or an Error which occurs in critical business functions that will result in loss of data or data corruption, or material revenue impairment. Additional examples of Severity 1 classification can be found in the Severity Levels.

"Error" means any failure of the CMC Software to substantially conform in all material respects to the Documentation. However, any nonconformity resulting from Customer's misuse, improper use, or alteration, or Customer's combining or merging the CMC Software with any hardware or software not supplied or identified as compatible by CMC in writing, shall not be considered an Error.

"Error Correction" means either a modification or an addition that, when made or added to the CMC Software, establishes material conformity of the CMC Software to the functional specifications, or a procedure or routine that, when observed in the regular operation of the CMC Software, eliminates the adverse effect on Customer of such nonconformity.

"Normal Working Hours" means the hours between 8 a.m. and 8 p.m. Eastern Time on the days Monday through Friday, excluding regularly scheduled holidays of CMC.

"Releases" means new versions of the CMC Software, which may include Error Corrections and/or Enhancements,

"Severity Levels" means the most current severity level descriptions which can be found at http://www.mycampusinsight.com/compatibility/SiteAssets/Campus-Management-Incident-Severity-Guidelines.pdf, which may be updated from time to time.

"Upgrade" means the installation of a Release in Customer's environment.

B. Scope of Support Services

- 1. CMC shall be responsible for using reasonable diligence to correct verifiable and reproducible Errors when reported to CMC in accordance with CMC's standard reporting procedures. CMC shall, within a reasonable time of verifying that such an Error is present, initiate work in a diligent manner toward development of an Error Correction. CMC shall not be responsible for correcting Errors in any version of the CMC Software other than the most recent Release of the CMC Software. However, CMC shall continue to support the immediately preceding Release for a reasonable period sufficient to allow Customer to implement the newest Release, not to exceed 90 days after making the new Release available.
- 2. Customer shall designate a person as Customer's End User Support Coordinator ("EUSC") who will contact CMC for support.
- 3. The EUSC shall send to CMC (by telephone, e-mail or fax transmission) Customer's reports of Errors.
- In the event of an Emergency, Customer will report the issue telephonically to a CMC support engineer in addition to direct emails or submissions through the Customer Support Website.

C. Contact

Customer's EUSC may contact CMC for technical support as follows:

- 1. The preferred method for obtaining technical support is through the support website: https://support.campusmgmt.com. Customer and any of its users may obtain user IDs and passwords to access maintenance and support information.
- 2. E-Mail: Customer may receive technical support via email, excluding public holidays, by sending all requests to support@campusmgmt.com.
- Telephone: To receive technical support via telephone, Customer may call 1-800-483-9106 from 8 a.m. to 8 p.m. Eastern Time, Monday through Friday, excluding public holidays.

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D. Software Updates

Customer acknowledges and agrees that from time to time CMC and third party providers will release critical patches or updates. Customer must agree to not unreasonably delay application of any software or hardware patches or updates identified by CMC as mandatory for use with the CMC SaaS. CMC may elect to discontinue service related to the CMC Software or infrastructure with the identified vulnerability.

E. Services Outside Scope

Customer may request services not covered in this Exhibit or not otherwise covered in this Agreement pertaining to the CMC Software (including, without limitation, data conversion, report-formatting assistance) provided that such assistance, if agreed to be provided by CMC, shall be subject to CMC's standard rates for such services and shall require the execution of a separate Statement of Work. For the avoidance of doubt, the Parties agree and acknowledge that the following is not included:

- Support is not provided for integrations or custom APIs without a separate SOW (such SOW is referred to as a "Professional Services Support Contract" or "PSSC").
- 2. Customer is responsible for obtaining support of any Third-Party Products. CMC may, at CMC's discretion, use reasonable efforts (up to a maximum of thirty (30) minutes) attempting to diagnose and resolve problems associated with Third Party Products for no additional fee. If at any time CMC reasonably determines the problem is primarily caused by the Third Party Product(s), and not the CMC Software, then CMC shall be deemed to have satisfied its obligation to address the problem. Customer acknowledges that CMC is not responsible for assisting Customer with any problems associated with Third Party Products, and Customer must contact vendors of Third Party Products for pertinent support and maintenance services.

F. Upgrades and Refresh Services

Customer acknowledges and agrees that this Agreement covers use of Releases solely to the extent such products are made generally available to all customers of CMC as part of the same level of maintenance and support services. Any revisions to the CMC Software constituting new commercially available products, which may include new major functionality or material changes in technical specifications not made generally available to other customers receiving substantially the same level of support services, may be purchased under a separate agreement.

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EXHIBIT A-4

SERVICE LEVEL AGREEMENT

CMC provides this Service Level Agreement ("SLA") for access to the CMC SaaS subject to the terms and conditions below.

A. Definitions

The capitalized terms used herein shall have the following meanings:

"Claim" means a claim submitted by Customer to CMC that a Service Level under this SLA has not been met and that a Service Credit may be due to Customer.

"Downtime" means a period of time when Customer is unable to access the CMC SaaS at the furthest point on CMC's firewall facing the public Internet, other than as provided in Section H1 below.

"Incident" means an unplanned interruption to a service or a reduction in the quality of a service.

"Monthly Uptime Percentage" has the meaning set forth in Section E below.

"Scheduled Downtime" means published maintenance windows or times where CMC notifies Customer of periods of Downtime for scheduled network, hardware, CMC SaaS maintenance or CMC SaaS upgrades at least twenty-four (24) hours prior to the commencement of such Downtime, except for unforeseen emergency maintenance that can be carried out during the next published maintenance window.

"Service Credit" means the percentage of Customer's Monthly Fee that is credited to Customer by CMC for a validated Claim.

"Service Level" means the percentage of CMC SaaS availability for a given month that CMC agrees to provide Customer, which is measured by the Monthly Uptime Percentage.

"Service Level Exceptions" has the meaning set forth in Section H below.

B. Availability of Service

The CMC SaaS shall be accessible to Customer's authorized users 24 hours per day, 7 days a week, excluding scheduled times for maintenance and updates of CMC SaaS infrastructure software of which Customer will be notified in advance, and any Downtime due to Internet outages resulting from failures reasonably outside the control of CMC or CMC's hosting provider, corruption of internet route information, major connectivity failures within or between providers, or corruption of internet root level DNS services.

C. Minimization of Planned Service Disruptions

Whenever conditions reasonably permit, the Parties will mutually agree on the scope, timing, frequency and duration of any planned service disruptions or delays and will jointly attempt to minimize any unnecessary impact on Customer's business operations. Routine daily maintenance will be accomplished whenever possible by scheduling between the hours of 10:00 p.m. and 8:00 a.m. Eastern Time. In addition, longer maintenance will be accomplished when possible on weekends between the hours of 6:00 p.m. ET Saturday and 8:00 a.m. ET Monday, unless CMC notifies Customer otherwise.

D. Unplanned Service Disruptions

Downtime may occur from time-to-time. CMC will use commercially reasonable efforts to attempt to prevent Downtime that could impact Customer's business operations to the extent such factors are within CMC's reasonable control; provided, Customer acknowledges that conditions of Customer and third parties may affect Customer's use of the CMC SaaS, for which CMC shall have no liability or obligations (by way of example and not limitation, Internet disruptions or third party software bugs).

E. Monthly Service Level

- 1. Customer's SaaS Tier will determine which Service Levels are applicable to Customer.
- 2. The Monthly Uptime Percentage is calculated for a given calendar month using the following formula:

Monthly Uptime Percentage =		
Total number of minutes in a given calendar month	Minus	Total number of minutes of Downtime in a given calendar month
	Total number of minutes	
	in a given calendar month	

F. Service Credits

Subject to Section H below and the terms of this SLA, should the Service Level fall below the Monthly Uptime Percentage for a given month, CMC shall provide a Service Credit as noted in the chart below, in accordance with Customer's SaaS Tier:

	SaaS Tier									
Monthly Uptime Percentage	Standard	Premium	Enterprise							
< 99.9%	N/A	N/A	10%							
<99.7%	N/A	10%	20%							
<99.5%	10%	20%	30%							
<99.0%	20%	30%	40%							
<97.0%	30%	40%	50%							
<95,0%	40%	50%	70%							

Application of Service Credits:

- 1. A Service Credit will only be issued against the applicable Monthly Fee paid by Customer for the CMC SaaS.
- 2. A Service Credit is Customer's sole and exclusive remedy for any violation of this SLA.
- 3. A Service Credit awarded in any calendar month shall not, under any circumstance, exceed Customer's Monthly Fee.
- 4. If the Microsoft Agreement is applicable to Customer, Customer shall not make a claim for CMC's failure to meet the Service Levels described in this Exhibit if it is making or will make a claim for a comparable Service Level Credit pursuant to the Microsoft Agreement.

G. Claims

- 1. In order to make a Claim, Customers must be in full compliance with this Agreement and follow the notice and claims procedures of this Exhibit.
- 2. In order to be eligible to submit a Claim with respect to any Incident, Customer must first notify CMC support service of the Incident within five (5) business days following an Incident by calling 1-800-483-9106 or emailing support@campusmgmt.com. Customer must provide all reasonable details regarding the Incident, including but not limited to, detailed description of the Incident, the duration of the Incident, the number of affected users and the locations of such users and any attempts made by Customer to resolve the Incident.
- 3. Thereafter, Customer must submit the Claim to CMC support service by calling 1-800-483-9106 or email at support@campusmgmt.com and providing any additional evidence reasonably requested by CMC to support the Claim (as set forth in sub-section G(2) above), by the end of the month following the month in which the Incident which is the subject of the Claim occurs (for example, Incident occurs on January 15th, Customer provides notice on January 20th, Customer must provide sufficient evidence to support Claim by February 28th).
- 4. CMC will use all information reasonably available to it to validate Claims and make a good faith judgment on whether the SLA and Service Levels apply to the Claim.
- 5. CMC will use commercially reasonable efforts to process Claims within 45 days.

H. Service Level Exceptions for Service Level and Service Credits

Service Levels and Service Credits are not applicable and/or CMC will be excused for its failure to meet a Service Level, and such failure will not be used in any calculation of Service Credits for the following circumstances:

1. If Downtime occurs as a result of any of the following:

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- a. a period of time when the CMC SaaS is not available as a result of Scheduled Downtime; or
- b. Performance or availability issues that may affect the CMC SaaS, including:
 - i. Due to factors outside CMC's reasonable control;
 - ii. That resulted from Customer's or third party hardware, software or services;
 - iii. That resulted from actions or inactions of third parties;
 - iv. That resulted from actions or inactions by Customer or Customer's employees, agents, contractors, or vendors, or anyone gaining access to CMC's network by means of Customer's passwords or equipment.
 - vii. That were caused by Customer's use of the CMC SaaS after CMC advised Customer to modify its use of the CMC SaaS, if Customer did not modify its use as advised; or
 - viii. Through Customer's use of beta, trial offers, early access programs and/or demos (as determined by CMC).
- No Service Levels or Service Credits apply to the Non-production Environment(s). CMC will use commercially reasonable efforts to provide system availability during the primary hours of operations; however, in no event will Service Credits to Monthly Fees apply for Downtime related to the Non-production Environment(s).
- The Service Levels solely apply to the Production Environment behind the furthest point of CMC's firewall facing the public Internet. In accordance with Section 4.5 of the General Terms, any internet or connectivity issue is outside of the scope of this Agreement and the Service Levels.
- 4. Issues relating to the CMC Software are covered solely under Exhibit A-3 of this Agreement and are not eligible for Service Credits.

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SCHEDULE B PERPETUAL SOFTWARE LICENSE

This Schedule B governs the use of the software licensed by Customer specified in Exhibit B-1. This Schedule B along with Exhibit B-1, and any subsequent mutually executed Exhibit and Addendum, are attached and made part of this Agreement between CMC and Customer. The General Terms apply to this Schedule B. For the avoidance of doubt, all references in this Schedule B to CMC Software are references only to the Perpetual License for the CMC Software identified in Exhibit B-1.

1. LICENSE GRANT AND RIGHT OF USE.

- 1.1 <u>License Grant</u>. CMC grants to Customer a perpetual, non-exclusive, non-transferable license to install and use the CMC Software identified in Exhibit B-1, with respect to the CMC Software and scope set forth therein ("License Scope"), for its own internal business operations and subject to the terms and conditions herein. Customer is hereby granted rights to use the Ancillary Programs distributed with the CMC Software, subject to all other limitations and conditions herein. To the extent available, CMC passes through all warranties and remedies provided by such third party software vendor. CMC reserves the right to replace Ancillary Programs with substantially similar products, at CMC's expense.
- 1.2 <u>Delivery</u>. Upon receipt of this Agreement from Customer and payment as set forth in Exhibit B-1, CMC will deploy the CMC Software in the CMC data center. The CMC Software shall be deemed accepted by Customer upon delivery to the CMC data center. Customer shall receive the services specified in the SaaS Tiers applicable to Customer's SaaS Tier with respect to the CMC Software.
- 1.3 Authorized Copies. Solely upon the expiration of the CMC SaaS Term (or other termination of the CMC SaaS) where Customer is no longer receiving cloud services from CMC for the Perpetual License and Customer is maintaining all systems necessary for hosting and accessing the Perpetual License, including, hardware, servers, workstations and platform, Customer may, following the execution of a SOW with CMC, for its internal use only, make copies of the CMC Software solely for development (for APIs and SDKs only), back-up, disaster recovery or archival purposes. Customer may copy the Documentation, as reasonably required to operate the CMC Software, for Customer's internal use only.

1.4 License Restrictions.

- (a) Access to and use of the CMC Software may not exceed the License Scope for which Customer is licensed at any time.
- (b) Customer may allow its contractors to access the CMC Software solely for purposes of using the CMC Software on behalf of Customer in accordance with Section 1.1 (and not to provide any professional services, maintenance or support), and provided such contractors have agreed in writing to be bound to confidentiality obligations at least as protective as those set forth in this Agreement.
- (c) Customer shall not (and shall not permit any employee, contractor or other party) to use, copy, sublicense, operate as a service bureau, rent, assign, transfer, modify, create derivative works, reverse engineer, decompile, disassemble, translate, or apply any procedure or process to the CMC Software in order to ascertain, derive, or appropriate the source code or any trade secret, design, database structure, stored procedure logic, or process contained in the CMC Software.
- (d) Customer shall not alter or remove any proprietary notices, graphics or text contained on or in the CMC Software. Customer's rights in the CMC Software will be limited to those expressly

granted in this Agreement, and CMC reserves all rights not expressly granted under this Agreement.

2. FEES AND INVOICE. CMC shall invoice Customer and Customer shall pay the license fee in accordance with the amounts and requirements set forth in Exhibit B-1 attached hereto.

3. TERM; TERMINATION.

- 3.1 <u>Term.</u> The license granted in Exhibit B-1 to the applicable CMC Software shall continue in force and effect perpetually unless terminated pursuant to this Section 3 or Section 8 of the General Terms.
- 3.2 <u>Termination By Customer</u>. Customer may terminate this Schedule and the license granted in Exhibit B-1 to the applicable CMC Software in the event CMC materially breaches its obligations under this Schedule or Exhibit B-1, and fails to cure such breach within thirty (30) days after receipt of written notice from Customer.
- 3.3 <u>Termination By CMC</u>. CMC may terminate this Schedule and the license granted in Exhibit B-1 to the applicable CMC Software in the event Customer materially breaches its payment obligations hereunder or in Exhibit B-1, or in the event Customer materially breaches its obligations under this Schedule or the Agreement and fails to cure such breach within ten (10) days in the case of a breach of the confidentiality or intellectual property provisions hereunder, and thirty (30) days otherwise, after receipt of written notice from CMC.
- 3.4 Effects of Termination .Upon termination, Customer's right to use and possess the CMC Software and CMC Proprietary Materials shall immediately cease, become void, lapse and be of no further force and effect. Customer shall promptly return all copies to CMC, except that CMC may otherwise direct Customer to delete all installed copies off of any and all storage media. Customer shall provide CMC with written certification signed by an officer of Customer that all copies of CMC Software and CMC Proprietary Materials have been returned or destroyed and that Customer has retained no copies. Following termination, CMC shall immediately invoice Customer for all accrued but unpaid fees, and Customer shall pay the invoiced amount immediately upon receipt of such invoice.
- 4. AUDIT AND INSPECTION. In addition to the rights specified in Section 24 of the General Terms, CMC shall have the right to enter Customer's premises, as well as to inspect and copy records of Customer, in any and all forms, with respect to its compliance with this Agreement, the use and operation the CMC Software, payment of fees, and protection of CMC's intellectual property and Confidential Information; such audits shall be conducted with reasonable advance notice, during normal business hours and without unreasonable disruption to Customer's business operations.

SaaS Agreement Page 23 of 24 Confidential SC-031618

EXHIBIT B-1

PERPETUAL SOFTWARE LICENSE SCOPE, FEES, AND PAYMENT TERMS

Fees: The License Fees for the License Scope set forth below shall be:

Licensed Program	Record Count / Users	License Fees			
CampusNexus® Student	2,000 FTEs	\$225,000.00			
CampusNexus CRM	60 concurrent Users	\$146,250.00			
Talisma® Fundraising	15 Users	\$24,875.00			
SUB-TOTAL		\$396,125.00			
Less One-Time Discount		(\$118,837.00)			
TOTAL LICENSE FEES		\$277,288.00			

Campuses:

Discount: The above one-time discount is contingent upon timely payments and no default under this Agreement.

Payment: Customer agrees to pay the non-refundable License Fee in two (2) installments. The first installment of \$138,644.00 shall be due and payable on October 15, 2018, and the second installment of \$138,644.00 shall be due and payable on February 15, 2019.

Additional Users: Customer may add up to twenty (20) additional Concurrent Users in blocks of ten (10), for CampusNexus CRM, at no additional license fee.

Offer Expiration: The pricing and terms in this Agreement shall expire if not executed by Customer by June 30, 2018.

EXHIBIT B

To: fwarner@adrian.edu[fwarner@adrian.edu]
From: fwarner@adrian.edu[fwarner@adrian.edu]
Mark Umine[munne@campusmgmt.com]

From: fwarner@adrian.edu[fwarner@adrian.edu]
Mark Umine[munne@campusmgmt.com]

Sent: Wed 5/13/2015 1:28:54 PM (UTC)

Subject: Adrian College - Phone Call Request - Campus Management

Dear Mr. Wright:

I was recently reviewing Dr. Docking's book, Crisis in Higher Education: A Plan to Save Small Liberal Arts Colleges in America, and was so impressed with his vision and strategy which led to enrollment doubling between 2005 and 2011 that I sent him a note to tell him so. He clearly has a pulse on the dynamics within higher education and has keenly implemented a number of tactics to achieve those goals. But can your current technology support you in the long term? Campus Management has a proven, higher education-specific solution that can provide tremendous value and results to Adrian College. I believe it can help you optimize you're your use of technology to further support your strategic initiatives and goals, because I've seen similar results within our client community.

Our CampusNexus® solution would be ideal for Adrian College because:

- **Student Engagement improves Enrollment and Retention.** Studies have shown that when students have an emotional connection to the school and are engaged, they feel more connected, and enrollment, persistence and retention numbers increase. The "360 degree view of a prospect/student" and "timely personalized communications" we provide have been shown to impact enrollment and retention rates by as much as 42.4%.
- Academics and Education are critical. CampusNexus helps not only support the underlying facets of academics configuration & management, but also supports evolving course delivery models such as brick and mortar versus online, or standard versus non-term. The ability to offer diverse delivery models has been shown to increase enrollment. One of our client schools grew eight-fold when they offered online courses and flexible non-term programs.
- Top-Line and Bottom-Line Financials matter. CampusNexus helps manage top-line revenue in terms of tuition and fees, including financial aid automation and disbursements, and also helps optimize back-office processes to create efficiencies and reduce associated operating costs.

Mr. Wright, I believe the software and services provided by Campus Management are a great fit for Adrian College, and I can assure you that our experience and expertise are providing game-changing value at institutions very similar to yours. Campus Management is interested in determining if we can assist you in recognizing the same benefits that many of our clients have experienced. I've asked my team member Mark Unrine to call you as a follow up to this note, to discuss how we may proceed together in a conversation.

One last note... Campus Management has identified four major forces in the industry today – competition for students, flexibility in academic programs, funding, and institutional outcomes – that we refer to as the "Super Storm in Higher Education." You'll find an infographic enclosed that describes these forces, the statistics validating each, and some results we've helped our clients achieve in each area. We would like to help protect you from these forces, similar to the way an umbrella might protect you on a rainy day. I hope you will enjoy this small gift from us.

Regards,

Jim Milton

CEO

Mark Unrine

Business Development Director

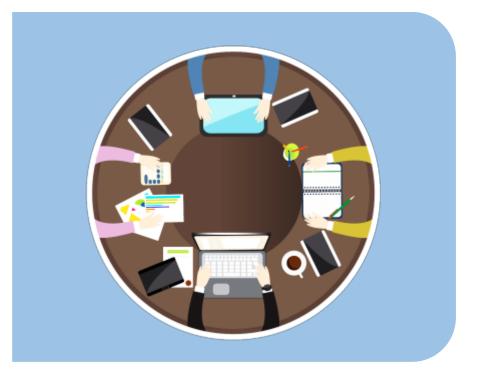
Campus Management Corp.

777 Yamato Road Boca Raton, FL 33431 Phone: +1 561.923.2543 Cell: +1 843.408.5584

Visit: www.campusmanagement.com

EXHIBIT C







Pricing Information for

Adrian College

April 25th, 2017

Stephen Crocker

Regional Sales Manager Mobile: 512-567-8445 Email:

scrocker@campusmgmt.com

Campus Management Corp.

5201 Congress Avenue, Suite 220A, Boca Raton FL 33487 1-866-397-2537 (North America) 1-561-923-2500 www.campusmanagement.com



Dear Mr. Wright

Thank you for considering Campus Management's technology solutions for higher education. In this price proposal, we are recommending our unified CampusNexus® product. CampusNexus consists of three fully integrated module: CampusNexus Student; CampusNexus CRM; and CampusNexus Finance, HR & Payroll. We are also including our Talisma Fundraising module for your organization. We believe that this highly flexible and scalable platform fits the unique needs of Adrian College.

All of our clients are passionate about their respective missions in higher education. With this in mind, we have built into our products the flexibility our customers need to accommodate the distinctive needs of their schools and students. For still more flexibility, our software's open architecture enables easy integration with our client's existing systems.

Along with our entire team at Campus Management, I look forward to learning more about your institution's challenges and helping you achieve your goals. Please feel free to contact me at your convenience if you have questions or require any additional information. I can be reached by e-mail at scrocker@campumgmt.com and by phone at 512-567-8445.

Respectfully,

Stephen C. Crocker

Regional Sales Manager

Campus Management Corp.

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CampusNexus: An Overview of Your Solution

Our solution for Adrian College consists of the following overall package:

Modules:

CampusNexus Student

CampusNexus CRM

• CampusNexus Finance HR & Payroll

Talisma Fundraising

Hosting Platform: Hosted

Support Contract: Full Standard Support

In the following sections, we provide an overview of the features and functionalities of our CampusNexus system.

CampusNexus Student



CampusNexus Student with CampusNexus CRM will serve as the hub of your institution's operations across the student lifecycle, from recruitment, admissions, academics, and financial aid, to career services, alumni relations, and more.

The solution unites departments, campuses, and workflows while enabling flexible terms and financial aid options, and includes our student information system with a fully integrated CRM solution. With CRM built in to the system, you gain a 360-degree view of every department's interactions with each student, helping you boost enrollment, retention, and placement results.

Through a service-oriented architecture, new releases continue to introduce more consumer-like, web experiences to enhance constituent engagement, increase collaboration among departments, faculty and staff, and keep students on the path to graduation and success. CampusNexus is a dynamic solution that grows and transforms with your institution as new models and student needs evolve.

Strategic Enrollment Management

- Recruiting create and execute key strategies to target growth areas as defined by your institution's goals.
- Admissions collect essential information, manage credentials and documents, and evaluate applicants in a timely fashion.
- Financial Aid process applications, verify data, determine eligibility, package and award, disburse funds and create adjustments through powerful, automated processes.

• Student Accounting – record information about students, including charges, payments, refunds and adjustments.

Academic Management

- Academic Records
 - o Assist enrollment processing through timely course scheduling and registration.
 - Manage waitlists, automatically apply tuition and fees, document each student's academic history.
 - o Protect academic standards and brand recognition of programs.
- Curriculum Management
 - Plan curricula and identify pre- and co-requisites, define grade schema, pass/fail and retake policies.
 - o Identify faculty eligible to teach courses, determine facility needs, equipment, and book requirements for each course and class section.
 - Offer the same academic program in standard, nonstandard, and nonterm formats, all in one environment.
- Student Academic Progress
 - Monitor Satisfactory Academic Progress (SAP).
 - Enable degree progress audits, including 'what if' scenarios, and student pacing in multiple types of programs.
- Graduation Processing
 - Verify program completion requirements.
 - Apply financial standing rules.
 - o Confer degrees and bestow credentials upon eligible students.

Student Engagement & Outcomes

- Early Alerts utilize dynamic and adaptable criteria to identify at-risk students early in their academic careers.
- Retention connect students to key resources through automated workflows, and monitor the efficacy of intervention strategies through student progress.
- Student Services provide individual support plans and academic services based upon each student's needs.
- Career Services prepare students to excel in their field of choice by managing internship and externship opportunities, assisting them with career skills building, and matching them with employers.
- Learning Management Systems (LMS) Integrate your preferred LMS to gain real-time visibility into student performance.

 Regulatory & Compliance Reporting – measure the cost effectiveness of each course and program and supply accrediting bodies with critical and necessary institutional effectiveness data.

Reporting and Analytics

- Satisfactory Academic Progress and student progression
- IPEDS outputs
- 1098-Ts
- Gainful Employment compliance reporting
- Customized transcripts
- Executive, managerial, and operational dashboards

CampusNexus CRM



CampusNexus CRM will serve as the center of your institution's operations across the student lifecycle about constituent management, campaigns, eventing, and much more. With CampusNexus CRM, you gain a 360-degree view of every department's interactions with each student, helping you boost enrollment, retention, and placement results.

Through a service-oriented architecture, new releases continue to introduce more consumer-like, web experiences to enhance constituent engagement, increase collaboration among departments, faculty and staff, and keep students on the path to graduation and success. CampusNexus is a dynamic solution that grows and transforms with your institution as new models and student needs evolve.

CRM Benefits

Among the benefits you will receive through CampusNexus CRM are:

- Unlimited scalability and extensibility as an enterprise-wide CRM
- Multi-channel communication
- Seamless and reliable integration with student information systems (SIS) on multiple touch points for any number of college departments
- A single, easy-to-use CRM system to record, share, and track all interactions and essentially any type of data or information
- The ability to manage and measure contacts and prospects (leads, students, alumni, and donors).
- Customizable and easily created multi-level campaigns for marketing, prospecting, and outreach
- Robust and configurable event management functionality
- Analytical and reporting ability for conversions and completions
- Performance indicators for different actions and items (for example, # Prospects, appointments, interviews, enrolls, starts, time to convert, talk time, and more).

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CampusNexus Finance, HR & Payroll

Business and HR offices walk a fine line between wanting best-of breed software functionality and needing to stay within budget. With CampusNexus Finance, HR & Payroll, your institution benefits from world class Microsoft® technology that has been tailored specifically to the needs of higher education. You get the most universally recognized brand name for managing operations and resources already configured with the most proven tools for higher education.

Finance, Accounting, and Revenue Recognition

- General Ledger manage ledger, sales tax, currency, year-end closing and financial statements
- Cash and Bank Management administer bank accounts and bank reconciliations
- Accounts Receivable oversee tuition and services invoices and incoming payments
- Accounts Payable process vendor invoices & outgoing payments
- Student Accounting record student information, including charges, payments, refunds, and adjustments
- Federal Work Study Management record FWS award amounts and track against payroll information to ensure available funds
- Fund Source Management create and manage the funding sources available to students, from federal grants, loans, and work study, to state aid, private scholarships, and institutional grants
- Fixed Assets track and depreciate assets such as equipment, technology, furnishings, vehicles, and buildings
- Retail & Point of Sales operate sales for ticketed and special events, bookstores, and dining halls and cafes

Planning and Forecasting

- Successful financial management is founded on clear visibility into current and future needs, plus real-time monitoring and accountability.
- Budgeting set up, initiate, and view budgets; restrict, freeze, and increase/decrease budgets based on real-time needs
- Position Budgeting & Control project hiring needs, anticipated retirements, associated costs, and implement bulk pay-rate changes by effective date
- Project Accounting provide financial supervision for multi-year capital improvement projects throughout the organization
- Procurement and Sourcing manage the purchasing process for goods and services
- Travel and Expense define expense policies and automate reimbursement for approved travel

CampusNexus Finance, HR & Payroll also helps you to manage and optimize:

• Human Resources – oversee your entire employee base, positions, and workforce alignment

- Payroll process all aspects of employee compensation, payments, and withholdings
- Employee Benefits administer multiple levels of benefits based on role, length of employment, standard packages, and elective categories

Faculty Management

- Faculty Administration track position type, tenure status, certifications and competencies, teaching load, performance, professional memberships, and knowledge creation
- Faculty and Program ROI measure faculty productivity and value of courses both in terms of financial ROI and student outcomes
- Faculty Payroll and Benefits Manage multiple faculty types and compensation schedules (full time/part time, tenure/non-tenure, adjunct, contract, teaching assistant/graduate assistant) including multiple contracts and stipends

Reporting and Analytics

- Executive, managerial, and operational dashboards
- Audit preparation and compliance reporting
- Monthly, quarterly, and year-end closings
- IPEDS outputs
- Project accounting longitudinal summaries and details

Talisma Fundraising



Campus Management's Talisma Fundraising solution is developed for fundraising professionals by fundraising professionals. We have deep expertise in delivering technology tailored to your mission and constituency. The Talisma Fundraising suite offers all the tools you need to succeed in your mission. Talisma Fundraising includes specialized modules for:

- Alumni and advancement
- Annual giving and capital campaigns
- Events management
- Fund management
- Honors and memorials
- Major gifts (moves management, proposal tracking, and research)
- Memberships
- Online giving and events
- Planned giving
- Reporting and analytics
- Scholarships

Pricing

	YEAR 1		YEAR 2		YEAR 3		YEAR 4		YEAR 5		YEAR 6		TOTAL	
LICENSE	\$ 319,594	\$	-	\$	-	\$	-	\$	-	\$	-	\$	319,594	
MAINTENANCE	\$ 64,852	\$	64,852	\$	64,852	\$	64,852	\$	64,852	\$	64,852	\$	389,111	
SaaS (F/HR/PR)	\$ 60,413	\$	60,413	\$	60,413	\$	60,413	\$	60,413	\$	60,413	\$	362,477	
Net Deployment	\$ 16,000	\$	-	\$	-	\$	-	\$	-	\$	-	\$	16,000	
Cloud Services	\$ 85,907	\$	85,907	\$	85,907	\$	85,907	\$	85,907	\$	85,907	\$	515,440	
Implementation	\$ 753,290	\$	-	\$	-	\$	-	\$	-	\$	-	\$	753,290	
TOTAL	\$ 1,300,055	\$	211,171	\$	211,171	\$	211,171	\$	211,171	\$	211,171	\$ 2	2,355,911	

^{*}Pricing assumes that Adrian College elects to keep PowerFaids and will want to integrate this to CampusNexus. In this case, Campus Management will work in partnership with the College to develop the integration between CampusNexus and PowerFaids. The cost of this development will be absorbed by Campus Management in recognition of the partnership contribution to this effort by Adrian College. If the College chooses to implement the built-in CampusNexus Financial Aid solution, Campus Management requests further discussions with College personnel to determine specific Financial Aid automation requirements, in order to determine the appropriate Professional Services scope to enable these capabilities

^{*} The maintenance amount will remain the same for the first 6 years; no escalation. Starting in year 7 and through year 10, the maintenance escalation will be 3% annually.

^{*}Strategic Consulting Services are included. Your Strategic Consultant will engage with your team on a quarterly basis or as appropriate.

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Appendix

Notes

Agreement Process

Campus Management Corp. will work in good faith with your organization to arrive at mutually acceptable contracts and/or agreements.

EXHIBIT D



Join us at our 2018 Guest Institution Program

Sponsored by the Campus Management Sales Team

Greetings from Campus Management!

You are cordially invited to attend our CampusInsight 2018 Annual Users Conference at the Rosen Shingle Creek, Orlando, from April 18 - 20. CampusInsight is traditionally a client-only event, however, we would like to extend this special invitation to host you and have you meet our associates and customers at our conference.

Higher education institutions are facing new challenges as students' academic expectations have changed, and as Y2K-designed administrative systems have aged out and can no longer support the core missions of colleges and universities. Conversations take place daily across post-secondary education that focus on how to enable the work of faculty and staff to drive better enrollments and create innovative programs that result in financial stability.

We recognize these challenges, and are pleased to provide you with a valuable opportunity to learn how our technology solutions and services help transform academic delivery, student success, and operational efficiency across your institution.

Please join us at CI2018 and experience first-hand the Campus Management culture, our client community, and our partner network.

I look forward to seeing you there.

Sincerely,

Jim Milton

Chief Executive Officer



Program Agenda

Wednesday, April 18

- ❖ Welcome Luncheon, 11:30 am 12:45 pm. Begin your conference experience with the Guest Institution Luncheon hosted by Campus Management and Microsoft representatives, and hear from Jack Kramer, Vice President, Strategic Innovation, about "Why Now?"
- ❖ General Session and Excellence Awards Ceremony, 1:00 pm − 2:30 pm. Attend the opening general session to hear about Campus Management's "Reflections on the Future" an assessment of how higher education and technology have evolved over the last 30 years, and the strategic direction in which Campus Management is headed. We'll also celebrate the fifth annual Excellence Awards winners who will be announced and recognized at the conference.
- Reflections of the Future: Solution Updates and Product Roadmap Sessions, 3:00 3:50 pm. Each CI2018 solution track kicks off with key information sharing about what has been delivered in the last 12 months, and what is planned for the next 12 months. These sessions highlight the transparency Campus Management has with its customers regarding each product line.
- ❖ Leadership Discussion: Preparing for Business Transformation, 4:00 5:00 pm. Selecting a new technology partner and solution means change is coming, and change management is a major consideration as part of an acquisition. Learn best practices from Rob Cardelli, President of Peak Performance Technologies, to prepare for a new technology acquisition. From selection criteria to documenting business processes to accelerate decision making, to project governance, this conversation will help prep you to achieve better outcomes with your implementation. As an alternative, you may select a breakout session to attend during this hour.
- ❖ Reception with CMC Executives, 5:15 6:00 pm. Join us to meet and talk with the Campus Management Executive team.



- Breakfast Buffet, 7:00 8:15 am. Meet with your Regional Sales Manager and start the day off right with a great breakfast.
- **★ Keynote Presentation**, 8:30 9:45 am. Have you ever considered 'trust' as a strategy for improving business processes, increasing enrollments, and impacting your institution's bottom line? David Horsager, author and CEO of the Trust Edge Leadership Institute, will explain how the Pillars of Trust can transform your department and your institution.
- ❖ Breakout Sessions, 10:15 11:45 am, 1:00 5:10 pm. Choose from a variety of breakout sessions to learn more about Campus Management's solutions and how our customers are successfully using them to transform higher education.
- Thursday Conference Luncheon, 11:45 am- 12:45 pm. Participate in conversations with Campus Management associates and clients at a table reserved for you by your Regional Sales Manager.
- ❖ Leadership Discussion: Customer Experience Panel Q&A, 1:00 2:00 pm. We know that hearing from our customers directly is one of the greatest benefits of attending CampusInsight. This session enables you to ask questions of a variety of client executives about their experiences as members of the Campus Management client community.
- Individual Meetings. Based upon your needs and goals in attending CampusInsight, your Regional Sales Manager may schedule individual meetings with executives, associates, or clients.
- ❖ 30th Birthday Bash, 7:00 − 11:00 pm. It's time to relax and enjoy great food and fun entertainment at our Birthday Bash! Shuttles will provide transportation to/from our hotels to Mango's Tropical Café.



Discuss with your Regional Sales Manager the value of staying through Friday to attend additional breakout sessions, or request additional meetings with Campus management associates to have more in-depth conversations about top-of-mind topics and questions.

Program Notes

- To gain the most from the Guest Institution Program, we recommend that you work
 with your Regional Sales Manager to draft an overall agenda that aligns to your
 institution's specific interests. Your conference passes are complimentary, as the
 guests of Campus Management. Travel, hotel, and incidental arrangements and
 expenses are the responsibility of your institution.
- Please alert your Regional Sales Manager to any accessibility or special dietary needs, and we will be happy to make accommodations on your behalf.
- Questions about this program may be directed to Stephen Crocker, 512-567-8445, or scrocker@campusmgmt.com .

EXHIBIT E

To: jwright@adrian.edu] case formanigforman@campusmgmt.com] 4-1 Entered on FLSD Docket 04/25/2022 Page 45 of 46

Sent: Tue 7/7/2015 6:25:16 PM (UTC)
Subject: Invitation to meet at NACUBO

Campus-Management-Finance-HR-Payroll-Solution.pdf

"According to a 2014 survey done by Inside Higher ED Survey of College & University Business Officers, fewer than 1 in 4 higher education business officers believe they have a sustainable financial model over the next five-ten years."

Dear Jerry

Good morning,

My organization, Campus Management, has worked with thousands of higher education institutions such as Adrian College providing education leaders with a way to streamline interdepartmental processes that provide cost savings and improve overall operational efficiency.

Many higher education institutions are facing unprecedented challenges addressing the growing storm in financial services such as:

- Increased competition for students
- Expanding academic delivery models
- Diminished funding and a heavier emphasis of funding tied to demonstrable student outcomes

CampusNexus Finance, HR & Payroll provides a flexible and agile solution leveraging leading Microsoft technology. Our feature-rich functionality keeps you In control at all times, enabling you to make sound business decisions and provides the flexibility to administer from laptops to tablets, to mobile phone all in the course of a day.

CampusNexus Finance, HR & Payroll can stand-alone or integrate with an institution's existing student information system, empowering it to:

- Govern a single or multi-campus institution with department-specific workflows, approvals and document tracking;
- Streamline inter-departmental processes, reduces costs and dramatically improve operational efficiency;
- Manage student accounts, federal work study payroll, faculty workload and credential details, scholarships and grants, and position control and budgeting

If you are in the planning phases to replace your finance, HR, or payroll system, Campus Management would like to be considered in your evaluation. I would welcome the opportunity to share how we may forge a successful partnership together.

<u>Please let me know and we will schedule a time to meet at the upcoming NACUBO convention at The Gaylord Opryland Resort and Convention Center, Nashville, TN.</u>

Booth Number: 746

I look forward to meeting with you soon.

Respectfully,

Glen Forman

Regional Sales Manager

Campus Management Corp.

777 Yamato Road Boca Raton, FL 33431 Phone: 310-909-3475

...

Visit: www.campusmanagement.com



Join us! Case 9:22-cv-80641-AMC Document 4-1 Entered on FLSD Docket 04/25/2022 Page 46 of 46 NACUBO 2015 Annual Meeting, Booth #746

July 18 – 21 | Nashville, TN

http://www.nacuboannualmeeting.org/general-information.html

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